

Solicitors' Journal.

LONDON, MAY 15, 1880.

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CURRENT TOPICS.

AFTER SATURDAY, the 15th inst., the business of the Chancery Paymaster's Office will be conducted at the Royal Courts of Justice.

MR. EDWARD LIONEL ALEXANDER CLARKE, of the firm of Messrs. Church, Sons, & Clarke, has been appointed Chief Clerk to Vice-Chancellor Sir James Bacon in place of Mr. J. B. Allen, deceased.

WE LEARN that, although the Chancery Paymaster is announced to remove to his new quarters on Saturday, he has not yet succeeded in obtaining from the Treasury the extra clerks required to enable him to divide his ledgers over six rooms instead of four. It is understood that the office of the Bank of England for cashing small cheques, attached to the Paymaster's office, will be situated close to the entrance in Bell-yard, hitherto unused, which leads to the Paymaster's rooms, and that this entrance will in future be open during business hours.

AS WILL BE SEEN by referring to another column, the Court of Appeal have affirmed the decision of Vice-Chancellor Bacon in the case of *Rotherham's Trade-mark*, in which that judge overruled the regulations of the Commissioners of Patents prohibiting the registration as trade-marks of words in foreign languages. We

refer to this case for the purpose of pointing out that the prohibition of the commissioners was sprung upon the applicant without any warning. No such restriction as that laid down by them is to be found in the Trade-marks Registration Acts or Rules, or even in the Instructions to Applicants issued by the registrar, and it is inconvenient that general rules of this kind should be laid down without the fact of their existence being brought to the knowledge of the public. In *In re Brook* (26 W. R. 791) a set of regulations laid down by the commissioners was produced in the same way, and it certainly seems that it would be far preferable for such regulations as recommend themselves to the commissioners to be introduced into the rules under the Registration Acts, which could very easily be done by the act of the Lord Chancellor and the assent of Parliament. If this course were adopted, the instructions issued by the registrar would be easily confined to their proper function of advising applicants as to the mode of procedure which they should adopt, leaving questions affecting trade-mark owners' proprietary rights to be decided by rules having the force of law, or by the court.

THE SELECT COMMITTEE appointed to consider the question of Mr. Bradlaugh's legal right to make a "solemn promise" instead of taking the parliamentary oath have reported, by a majority of one—being the casting vote of the chairman—that in their opinion he has no such right. For reasons already given, we think the conclusion of the committee is correct, but it is plain that it lands all parties in a somewhat awkward position, as neither the conclusion of the committee nor of the House has any binding force in law. Practically, however, Mr. Bradlaugh is at present excluded. If he sits without taking the oath his seat becomes vacant by the terms of the Act. If he once more claims to make the solemn promise, there is no legal machinery for compelling an officer of the House of Commons to receive it. It has, indeed, been suggested—looking, perhaps, to the words of the 6th section of the Act of 1866, that the oath is to be taken "at such hours and according to such regulations as the House may direct"—that the House might frame a regulation to meet the case. We cannot but think that any such regulation would be clearly illegal. Much misapprehension, indeed, has arisen as to the powers of the House of Commons in the matter, the question of the appointment of a committee having been apparently debated partly on the supposition that if the committee should recommend that Mr. Bradlaugh be invited to take his seat upon making a "solemn promise" under the Evidence Amendment Act, 1869, he might do so, and thus put an end to the controversy. But the words of the Parliamentary Oaths Act, 1866, are (section 5) that "if any member of the House of Commons votes as such in the said house, or sits during any debate after the Speaker has been chosen, without having made and subscribed the oath hereby appointed [the form but not the substance of the oath, is altered by the Promissory Oaths Act, 1868], he shall be subject to a penalty of five hundred pounds for every such offence, to be recovered by action in one of her Majesty's superior courts, and in addition to such penalty his seat shall be vacated in the same manner as if he were dead." The liability to the penalty therefore is statutory. It could be declared not to exist by judicial decision, but it is clearly removable, if it exists, by statute only. The curious precedent set in 1858 by 21 & 22 Vict. c. 49, by which either House of Parliament was, for the purpose of admitting Jews, enabled by resolution to dispense with the words "upon the true faith of a Christian," which concluded the parliamentary oath of that period, might perhaps be suggested as convenient to follow; but the statute itself, except section 4, which relates to official patronage, was repealed as unnecessary by the Promissory Oaths Act, 1871, 34 & 35 Vict. c. 78, (the amending Act, 23 & 24 Vict. c. 63, which substituted a

standing order for a resolution as the machinery of admission, having been previously repealed by the Parliamentary Oaths Act, 1866, inasmuch as the oath prescribed by the Parliamentary Oaths Act, 1866, omitted the words "upon the true faith of a Christian," the only words of religious adjuration contained in it being "So help me, God." A more convenient course would seem to be to introduce an amending Bill following the model of the Evidence Amendment Act, 1869, under which a person objecting to take an oath in a court of justice may make a declaration instead, "if the presiding judge is satisfied that the taking of an oath would have no binding effect on his conscience;" the word "Speaker" being substituted for the words "presiding judge."

"THE CONTRACT with the grantors of the [fire] policies," said the Master of the Rolls, in *North British and Mercantile Insurance Company v. London, Liverpool, and Globe Insurance Company* (L. R. 5 Ch. D. 576), "is a contract of indemnity, and indemnity only. It is to indemnify R. & Co. against loss by fire." And the Court of Appeal in that case held that if the assured, having a right to obtain indemnity from a third person, came upon the insurance company, the latter were entitled to be subrogated in the place of the assured. One result of the application of this doctrine does not seem to have been understood until it was pointed out by the Court of Appeal on Wednesday last. If a landlord insures his premises, and a fire occurs, and the premises are rebuilt or reinstated by the tenant before any claim is made on the policy, the landlord cannot recover anything from the insurance company, the latter were entitled to be subrogated in the place of the assured. One result of the application of this doctrine does not seem to have been understood until it was pointed out by the Court of Appeal on Wednesday last. If a landlord insures his premises, and a fire occurs, and the premises are rebuilt or reinstated by the tenant before any claim is made on the policy, the landlord cannot recover anything from the insurance company. And if, after the landlord has received the insurance money, the tenant rebuilds or reinstates the premises, the insurance company can recover back the insurance monies from the landlord, either by the old common law action for money had and received—the actual sum of money paid upon a condition that a person had sustained loss, and no loss had been sustained—or equitably on the ground that the assured had been indemnified by the insurance company, and the insurance company had a claim to be subrogated in the place of the assured.

Animals, says the *Albany Law Journal*, were prosecuted in courts of justice between the thirteenth and seventeenth centuries, for injuries by them to human beings or private property; and were subjected in due form of law to trial, judgment, and sentence—the latter often that of death in a cruel manner. This singular practice arose partly from a desire to apply the *lex talionis* in judicial form to the offending animal, and partly from superstition. (Agnel, *Procès contre les Animaux*, preface and pp. 31-2.) Where physical seizure of the offender was impracticable (e.g. of flies, locusts, caterpillars, &c., who injured the crops of the country, so as at times to create a famine), recourse was had to the ecclesiastical courts, by whom judgment of anathema and malediction was fulminated against the offending insects, who were considered as sent by some demon. Here again legal forms were observed, and counsel often appointed to defend the insects. In Savoy, in 1587, a prosecution was instituted against certain weevil or vine grubs. The counsel for the grubs (unfortunately his name is omitted in the report of the case) presented argument after argument, until the prosecutor became worn out, and finally offered the insects a locality to which they might retire. Their counsel first demanded a delay to consider the offer; then came into court several days after, and in the name of his clients declined to accept it, because the locality offered was sterile, and produced absolutely nothing. The prosecutor joined issue on this, and a jury of experts was summoned. Unfortunately their verdict was not recorded. (Agnel, p. 31.) Lastly, in Valencia, in 1586, a prosecution against caterpillars was argued with great solemnity. "The points of ecclesiastical law urged were so acute (says Agnel, p. 35-6) as to require both theologians and lawyers to be called in. Meanwhile the insects died out."

MINISTERIAL RE-ELECTION.

THE defeat of the Home Secretary at Oxford seems to afford a favourable occasion for considering a question of some importance. Into the political aspect of the occurrence—if, indeed, it has any political significance—we do not propose to enter; the question to which we invite attention is of wider scope and more general interest than lies within the domain of party politics.

Is there any longer any good end to be gained by the exclusion, temporary or permanent, of placemen from Parliament? If not, is there any valid reason for continuing the operation of the 6 Anne, c. 41 (commonly cited as 6 Anne, c. 7), ss. 24, 25? and if there be no such reason, then would not the repeal of the provisions in question be a valuable, and is it not an urgent, measure of reform?

The statute in question was passed in the first session of the first Parliament of Great Britain, and was mainly directed, as is shown by its title and preamble, towards more effectually securing the succession of the Crown in the manner prescribed by the Act of Settlement, and guarding against certain dangers, not unreasonably apprehended, consequent upon the union with Scotland then just completed. It was notorious at the time, and is matter of history now, that the great majority of the Scottish nobility and gentry were then strongly Jacobite; indeed, one of the reasons which most imperatively urged the Government to press on the Union was the fear that a reactionary majority in the Parliament of Scotland might leave only the alternative of a separation of the Crowns or a civil war. But the presence of so considerable an addition to the Jacobite contingent, already inconveniently strong, in the Parliament of England, created a new danger of a different kind. It is to be remembered that of the 512 members for England and Wales only about two hundred (ninety-four for the counties, and 110 or thereabout for the cities and a section of the boroughs) were returned for constituencies in any way amenable to public opinion; all the others, forming a considerable majority of the whole, sat either as mere nominees of individuals, or for boroughs whose representation was entirely in the hands of the town council or some similarly restricted body. A great number of these seats were completely at the disposal of the Government of the day, and many of the others were in the hands of noblemen and gentlemen who might very easily, it was apprehended, be induced to join the cause of the Pretender, at any rate after the death of the then reigning Queen. Anne's own predilection for her brother, and discontent at the prospect of the Hanoverian succession, were well known to every one. If, therefore, even a very few of the members on the popular side could be detached when the crisis arrived, it would seem to be not only feasible but easy for a reactionary Ministry to set aside the Act of Settlement, and proclaim, with the assent of Parliament, the restoration of James III.

And the means for doing so lay ready at hand. Men had not forgotten how, during the long parliament of Charles II., opposition in the House had been, on more than one critical occasion, bought off with place; and they had but to turn their eyes across the Channel, to the Parliament supposed to represent the people of Ireland, to see the wonderful ease with which, by the creation of a multiplicity of well-paid offices, held at the pleasure of the Crown, and kept in store for the silencing of troublesome opponents, even the most naturally intractable assembly can be kept in the paths of docility and submission. When, then, immediately after the union with Scotland, it was found to be needful to pass an Act making further provision "for the better security of her Majesty's person and Government and of the succession of the crown of Great Britain in the Protestant line," this was recognized as one of the dangers to be guarded against; and accordingly by the 24th section of that Act it is provided that "no person who shall have

in his own name or in the name of any person in trust for him any new office or place of profit whatsoever under the Crown" created after the 25th of October, 1705, or to be thereafter created, and no person having any pension from the Crown during pleasure, should be "capable of being elected or of sitting and voting as a member of the House of Commons" in any future Parliament. This effectually prevented the purchase of members of the House of Commons by the multiplication of offices, but it was deemed necessary to go further to obviate another branch of the same danger. The number of places under the Crown then existing was very much greater, relatively to the work to be done, than at present; and numerous and highly-paid sinecures, which have since been from time to time abolished or absorbed in other offices, constituted a powerful engine of corruption in the hands of an unscrupulous Minister. There were obvious difficulties in the way of any extension to the holders of these offices, most, if not all, of whom were actually members of Parliament at the time, of the absolute disqualification to which the holders of new places were subjected; and so a middle course was adopted, and by section 25 it was enacted that, "if any person being chosen a member of the House of Commons" should accept any office of profit from the Crown whilst such member, his election should be void and a new writ should issue, but nevertheless such person was to be eligible.

Under the operation of this enactment, no member returned by a popular constituency, and no nominee of a Hanoverian peer or town council, could be purchased over by the Court without being exposed to the almost certainty of losing his seat, and being thus rendered comparatively innocuous. On the other hand, the grave evil to the public service involved in the practical limitation of certain great offices of State to such members of the House of Commons as happened to have "safe" seats did not then exist; for, as we have explained, the Government of the day always had at their disposal seats enough to enable them to secure the services of anyone whom they desired. The thing to be prevented was their filling all their own seats first, and then purchasing additional strength by conferring places of profit on the holders of seats naturally belonging to the Opposition. How imminent was the danger sought to be avoided, how narrowly, in spite of all precautions, the dreaded Restoration failed of taking effect, is well known to all our readers.

The particular danger against which this Act was directed may be said to have ceased to exist by the accession of George III.; but by that time the eternal warfare about the balance of power, which never ceases under any constitutional Government, had entered upon a new phase, and one in which it was even more needful, if possible, than before to place obstacles in the way of any attempts on the part of the Crown to influence the action of Parliament. The "king's friends" were the party then felt to be dangerous, and the avowed desire of George III. to introduce an element of "personal power" into the practical working of the Constitution made it more than ever desirable to impose limitations on the introduction of placemen into the House of Commons.

But with the passing of the Reform Act of 1832, this state of things passed away entirely and for ever; the absolute supremacy, not only of Parliament as a whole, but of the Lower House, and of the popular element in that House, was conclusively established; and all this elaborate machinery for preventing undue influence on the part of the Crown became, at best, unneeded. But as soon as it became needless it became also noxious. There is no longer any reason to dread the undue multiplication of sinecure offices, the absolute and efficient control of the Commons over the public expenditure forms an ample safeguard; and the only remaining effect of the 24th section of the Act is to limit the

choice of the constituencies—whom no one desires to cripple—by incapacitating for election a great body of public servants, many of whom would be able to render most useful assistance to the House, assistance which they now have to supply inefficiently at second-hand, and often through very imperfect channels of communication.

Cessante ratione cessat ipsa lex, and we think it well worthy the consideration of Parliament whether the reason for this enactment has not so completely ceased, nay, whether there are not now such reasons to the contrary, as to render its repeal, not only proper, but desirable.

The 25th section stands in a slightly different position. Ordinarily, its obvious operation is merely to entail a certain amount of trouble and expense on all members of Parliament accepting office; the occasions on which a new Minister's re-election is challenged are very few, and those where the challenge is successful are almost unknown. Indeed, so seldom has the section any practical use that within the last week it has been declaimed against as grossly improper, almost unconstitutional, to attempt to put it in actual operation. Not the less, however, has the section an *indirect* operation, which is wholly mischievous. For it limits the choice of the Crown, as regards the offices within its scope, just as the 24th section limits the choice of the constituencies. It is within our knowledge that in more than one instance the man of all others most fitted for a particular post has not been appointed merely because he could not, or would not, secure his re-election; and now that an additional element of haphazard has been introduced into all contested elections by the fact that it is impossible to discover, during the polling, which candidate has the advantage, it might be so worked as to produce very serious public inconvenience. Let us suppose that Mr. Gladstone's seat for Midlothian has been won (as South Norfolk was) by a majority of 1, and that he had not, at the time, had a second seat to fall back on, would not, or might not, the risk of a renewed contest under these circumstances have prevented the acceptance of office by the only man who, at any rate by the unanimous consent of the public press of all shades of opinion, ought at the present time to be at the head of affairs? The mischievous operation of the section was greatly curtailed by the last Reform Act, which exposes a new Minister to re-election only once, instead of on every change of office. Let us hope that, by the next Reform Bill, if not sooner its total abolition will be effected.

GIFT OVER ON DEATH WITHOUT CHILDREN.

THE fourth rule in *Edwards v. Edwards* (15 Beav. 337), that, in the case of a gift to A. but if he die without leaving issue or children, then to B., the gift over, if in remainder after a life interest, must be *prima facie* restricted to the event of death before the tenant for life, was described by Lord Justice James as "simple, intelligible, and very beneficial in the administration of testator's estates," but it was overthrown by the House of Lords in *O'Mahoney v. Burdett* (23 W. R. 361, L. R. 7 H. L. 388), and it is now clearly established that the construction to be given to the words "die without children" is the same whether the gift over is or is not in remainder. The words are to be taken in their ordinary and literal meaning, as indicating death without children at any time, unless a contrary intention can be collected from the context or general scope of the will. Where, therefore, there is a mere gift to A. for life, and after his death to B., and if B. dies without children, to C., and there is nothing in the context to indicate a contrary intention, the gift over to C. will take effect upon B.'s dying without children at any time. The difficulty is to ascertain what is to be considered a sufficient manifestation of a con-

trary intention to restrict the gift over to death without children during the prior life estate.

In *O'Mahoney v. Burdett*, Lord Hatherley pointed out that a direction in the will to pay over personalty or make a distribution among several legatees at a specified time must be deemed an indication of the testator's intention that the gift over should not operate after the time of payment or division. "In such cases," he observed, "the court has . . . said, 'We hold it an unreasonable construction of the testator's will to say that he has directed, on the one hand, that the money shall be absolutely paid and distributed into the hands of those who, having it, will spend it without further trust; and, on the other hand, that a subsequent event—viz., a certain person's dying childless after that distribution has taken place—shall divest the property, and make it necessary for the executor to take steps to recall that money, in order to hand it over to the persons entitled under the gift over. Where such circumstances exist, the court will construe the will with due regard to them, as indicating the intentions of the testator.'"

An instance of the application of the principle thus laid down is afforded by *Ollivant v. Wright* (24 W. R. 84, L. R. 1 Ch. D. 346). In this case the testatrix gave all her property (consisting of both realty and personalty) to her husband during his life to receive the rents and profits, and after his decease to be divided among testatrix's five children, share and share alike, with a gift over if any of her children should die without issue. The Court of Appeal held that the direction to divide meant that the *corpus* of the property was actually to be handed over, and that this was a sufficient manifestation of intention to restrict the operation of the gift over to the life of the husband. Lord Justice Mellish laid some stress upon the difference in the description as to how the property was to be enjoyed during the life of the tenant for life and afterwards, the "rents and profits" being directed to be received by the tenant for life; but Lord Justice Brett said that an express direction to divide at a particular time, if not restricted or modified by any other express stipulation, will prevent the application of the principle in *O'Mahoney v. Burdett*.

In *Ingram v. Soutten* (23 W. R. 363) Lord Hatherley indicated another test. "There is no particular period at which you can say that the [trust] funds are absolutely to be handed over, unless you arrive at the event on the occurrence of which the trust will naturally terminate . . . until that event happens the trust is not finished, the fund remains in the hands of the trustees, and there is no direction that it should be divided." It is obvious that the test of whether the trust is intended to cease to exist on a particular event, covers a wider ground than the test above considered. It applies wherever the language of the will shows that the person to whom the property is given, subject to a gift over, is intended on some event to take an absolute interest, and that intention cannot receive effect unless the operation of the gift over is limited to a time earlier than his death (see *De Costa v. Keir*, 3 Russ. 360; and the judgment of Lord Selborne in *O'Mahoney v. Burdett*).

But not only is the intention to be collected from the context of the will, it may also, it appears, be gathered from "the general scope of the provisions of the will" (see the judgment of Lord Cairns in *Ingram v. Soutten*). It was on this ground that *Besant v. Cox* (25 W. R. 789, L. R. 6 Ch. D. 604), was decided. In that case, Vice-Chancellor Malins held that *O'Mahoney v. Burdett* "decides merely this, that wherever there is a gift in fee with an executory devise over upon the death of the first taker without issue, that gift over will take effect at the death of the devisee, unless a contrary intention appears by the will. But if, upon the whole will, the court collects a contrary intention, it leaves it entirely open to this court to put a construction upon it which will effectually

carry into effect the obvious intention of the testatrix." And although in the words of the will there appeared to be nothing to qualify the natural meaning of the expression "dying without issue," yet the Vice-Chancellor pointed out that certain inconvenient results would follow from holding that it meant death at any time without issue, and thence collected "an obvious intention" on the part of the testatrix that the dying without issue should be restricted to the life of the tenant for life. We apprehend that it will be hardly safe to conclude that the court will ascribe to a testator an astute consideration of all the consequences which may follow from the dispositions he makes in his will. That would be to assume that, though men are often thoughtless and rash, testators are always considerate and prudent. And, since to hold that "death without children" means death at any time nearly always entails inconvenient results, the effect of the application of the Vice-Chancellor's doctrine would be to render inoperative the rule laid down by the House of Lords in *O'Mahoney v. Burdett*.

General Correspondence.

TO CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

THE NEW ORDERS.

[To the Editor of the Solicitors' Journal.]

Sir,—I can confirm "One Who Would Like to Know." Only last Thursday I was before the master when a summons for time was put before him with a consent indorsed for "a weeks time, 6s. 8d costs, to be plaintiff's in any event." The master asked the clerk presenting it if he had applied to the other side before taking it out, which he said he had; the master then said, I shall make the plaintiff pay the costs of the application, and struck out the consent, and made the order accordingly. On Friday, another master asked a person applying if he had written to the other side for a consent, and on being answered in the affirmative, asked for a copy of the letter, and the person applying not having this with him, actually sent him back to his office to get the copy before he would make the order. The loss of time to solicitors under the new rules, and the trouble they give them, no one would believe who has not to go through the drudgery. I had to send in one day to two firms in the City and one at the West-end for consents, it being the last day, and out of the three I got one consent and had to take out summonses in the other two—useless trouble, besides the clerk being required on other business.

When you compare the Judicature Act and Rules with the Common Law Procedure Act and Rules, what a difference is observable. The latter are master-pieces; better Act and Rules were never drawn; but look at the Judicature Rules—there is scarcely one that has not been altered or a rider added—a mass of patchwork. If the loss to the Revenue be as your correspondent says, £30,000 per year, what must the loss be to the profession?

DISGUSTED.

May 10.

The *Manchester Guardian* is informed that a telegram has been received in Manchester stating that the new order as to the examination of the register of bills of sale has been rescinded by the Lord Chancellor.

Mr. W. Shaw, Q.C., Sir B. C. C. Pine, K.C.M.G., Mr. W. Brown, Dr. M. C. M. Swabey, Mr. G. Francis, Mr. H. Shield, M.P., and Mr. H. Cowie, have been elected benchers of the Hon. Society of Gray's-inn.

Cases of the Week.

COMPANY—WINDING UP—FRAUDULENT TRANSFER OF SHARES—STANNARIES ACT, 1869 (32 & 33 VICT. c. 19), s. 35.—In a case of *In Re The Wheel Unity Wood Mining Company*, before the Court of Appeal on the 7th inst., a question arose as to the construction of section 35 of the Stannaries Act, 1869. The Act relates to companies within the jurisdiction of the Stannaries Court, and section 35 provides that "a transfer of shares made for the purpose of getting rid of the further liability of a shareholder, as such, for a nominal or no consideration, or to a person without any apparent pecuniary ability to pay the reasonable expenses of working a mine, or to a person in the menial or domestic service of the transferor, shall be presumed to be a fraudulent transfer, and need not be recognized by the company or by the court on the winding up of the company, whether the company be a registered or unregistered company." In the case before the court a shareholder in a cost-book mining company in October, 1876, transferred 510 shares for £5 to a person of no means. The company accepted the transferee, and entered the transfer in their books. Soon after the transfer a call of five shillings per share was made on the shareholders, which the transferee failed to pay. The company then made some inquiries about his position, but they took no steps to set aside the transfer. In February, 1877, another call of five shillings per share was made, which the transferee also failed to pay, and in April, 1877, the company sued him for the amount of the two calls, and recovered judgment against him. They issued execution on the judgment, but failed to obtain anything thereby. In June, 1877, the company passed a resolution forfeiting the transferee's shares. In March, 1879, an order was made to wind up the company. The liquidator applied to the Stannaries Court under section 35 to set aside the transfer as a fraudulent one, and to place the transferor on the list of contributories, and the Vice-Warden made an order accordingly. The Court of Appeal (JAMES, BAGGALLAY, and BRAMWELL, L.J.J.) discharged the order. They held that, after what had taken place, the company would have been estopped from questioning the validity of the transfer (assuming that it was fraudulent), and that section 35 did not empower the court to set aside a transfer which the company itself could not, under the circumstances, have questioned.—SOLICITORS, *J. E. Fox & Co.; Bolton, Robbins, & Bask.*

COMPANY—WINDING UP—SUMMONING OFFICER OF COMPANY FOR EXAMINATION—DISCOVERY—COMPANIES ACT, 1862, s. 115—ORDER 31.—In a case of *In re The Metropolitan Bank*, before the Court of Appeal on the 16th inst., a question arose as to the exercise of the power given to the court by section 115 of the Companies Act, 1862, to summon for examination an officer of a company in liquidation. The liquidator of the company had brought an action against a former director of the company, claiming damages from him on the ground that he had, by misrepresentation as to the pecuniary position of a person who owed a large debt to the company, induced the company to compromise their claim against that person for a very small sum. In that action interrogatories were administered to the defendant, and his answers to them were held to be sufficient upon an application by the plaintiff for a further answer. After the action had been set down for trial, the liquidator issued a summons under section 115 for the examination of the defendant in relation to the matters in question in the action. The defendant objected to answer, and Bacon, V.C., held that he was bound to attend and be examined. The Court of Appeal (JAMES, BAGGALLAY, and BRAMWELL, L.J.J.) discharged the Vice-Chancellor's order. They said that the issue of a summons under section 115 was not a matter of right on the part of the liquidator, but the court must exercise a discretion. The inquisitorial powers conferred by the section must not be used vexatiously or oppressively, and, after the liquidator had used the inquisitorial power of discovery in the action which was given to him by order 31 under the Judicature Acts, and had obtained in that way what the court had held to be the fullest discovery to which he was entitled in the action, it would be both vexatious and per se if he was permitted to harass the defendant with a second examination in relation to the same matters

under section 115.—SOLICITORS, *Harper, Broad, & Battcock; Newman, Stratton, & Hilliard.*

COMPANY—WINDING UP—FULLY PAID-UP SHARES—NON-REGISTRATION OF CONTRACT FOR ISSUE—TRANSFEREE FOR VALUE WITHOUT NOTICE—SUBSEQUENT TRANSFER TO PURCHASER WITH NOTICE—COMPANIES ACT, 1867, s. 25.—In a case of *In re The Stapleford Collieries Company*, on the 12th inst., the Court of Appeal (JESSEL, M.R., and JAMES and BAGGALLAY, L.J.J.), reversed in part the decision of Bacon, V.C. (28 W. R. 270). In pursuance of a contract which was not registered, the company had issued fully paid-up shares to the vendors of a mine to the company in part payment of the purchase-money. One of the vendors afterwards sold and transferred some of his fully paid-up shares to a person who had no notice of the fact that the shares had not been paid for in cash, and the company registered the transferee, and issued to him a certificate that his shares were fully paid. According, therefore, to the decision in *Burkinshaw v. Nicolls* (27 W. R. 819, L. R. 3 App. Cas. 1004), the company were, as against the transferee, estopped from saying that the shares were not fully paid up, and he was entitled to hold the shares, notwithstanding the provisions of section 25, free from any liability to pay for them in cash. The transferee afterwards sold and transferred the shares to the other vendor, who was a director of the company, and in the winding up of the company the liquidator claimed to put the executor of the director on the list of contributories in respect of the shares thus acquired from the innocent transferee. Bacon, V.C., held that the estoppel, which applied to the transferee without notice, did not apply to his transferee who had notice that the requirements of section 25 had not been complied with. The Court of Appeal reversed this decision, holding that the transferee without notice could transmit to any purchaser from him, whether he had or had not notice, as good a title as he himself had to the shares, and that consequently the executor was not liable as a contributory. JESSEL, M.R., said that the only exceptions from the ordinary rule, that a purchaser for value without notice could transmit to any one as good a title as he himself had, were when the sub-purchaser had himself been guilty of a fraud or breach of trust in relation to the property purchased. In such a case he would not be allowed to take advantage of his own wrong. But in the case before the court there was nothing wrong in the original sale of the shares, and nothing wrong in the purchase of them by the director.—SOLICITORS, *Crossley & Burn; F. C. Greenfield.*

SOLICITOR AND CLIENT—TAXATION OF COSTS—INTEREST ON DISBURSEMENTS BY SOLICITOR—COUNTRY SOLICITOR AND TOWN AGENT—SOLICITORS ACT, 1870 (33 & 34 VICT. c. 28), ss. 3, 17.—In a case of *Ward v. Eyre*, before the Court of Appeal on the 10th inst., a question arose upon the construction of section 17 of the Solicitors Act, 1870, which provides that, "subject to any general rules or orders hereinafter to be made, upon every taxation of costs, fees, charges, or disbursements, the taxing officer may allow interest at such rate and from such time as he thinks just on moneys disbursed by the attorney or solicitor for his client, and on moneys of the client in the hands of the attorney or solicitor, and improperly retained by him." And by section 3 "client" includes any person who, as a principal or on behalf of another person, retains or employs, or is about to retain or employ, an attorney or solicitor, and any person who is or may be liable to pay the bill of an attorney or solicitor for any services, fees, costs, charges, or disbursements." The suit was commenced in 1872 by a bill in the Court of Chancery. The plaintiff was a country solicitor, the defendants being his London agents. The bill prayed for a discovery of all the matters of business transacted by the defendants on behalf of a railway company for which the plaintiff had acted as solicitor, the defendants being his London agents from 1860 to 1867; that the defendants might deliver to the plaintiff their bills of costs of such business, and that it might be referred to the taxing master to tax any bills of costs of the defendants which the plaintiff was liable to pay. The bill prayed also that an account might be taken of all sums paid or advanced by the defendants to, or for the use, or on account of, the plaintiff; an account of all sums of money received by, or come to the hands of, the defendants, to or

for the use of the plaintiff, or otherwise in respect of any payments or advances as aforesaid, and an account of all dealings and transactions between the plaintiff and the defendants. The bill also prayed payment of the balance which might be found due from the defendants to the plaintiff, the plaintiff submitting to pay any balance which might be found due from him to the defendants. The decree made in November, 1873, contained a declaration that the defendants were bound to account to the plaintiff as his agents for all the matters of business transacted by them for or on behalf of the railway company, and their receipts and payments in respect thereof from January 1860, to September, 1867. And it was ordered that the accounts asked for should be taken in relation to the particular matters in question, that the balance due from either party should be certified, and either party to whom any balance might be certified to be due was to be at liberty to apply in chambers as to the payment thereof. Nothing was said about payment of interest on the balance, and further consideration was not adjourned. The defendants, in 1879, took out a summons, asking that, in taking the general agency account of the defendants against the plaintiff under the decree, the plaintiff might be charged with interest on the agency costs and payments out of pocket from the end of each year during the period in question. Jessel, M.R., disallowed the claim for interest, though he expressed a strong opinion that the law was defective in not providing that interest should be payable. The grounds of his decision were identical with those of the Court of Appeal (JAMES BAGGALLAY, and BRAMWELL, L.J.J.), who held that the allowance of interest was precluded by the form of the decree, further consideration not having been reserved, and that there had been no demand in writing within the meaning of section 28 of 3 & 4 Will. 4, c. 42. But it was urged that under section 17 of the Act of 1870 the London agent was entitled to interest on the disbursements which he had made for his principal, as being, within the meaning of section 3, "the person liable to pay the bill" of the London agent. The court held that section 17 applies only to transactions between a solicitor and his client in the strictest sense of the word, and that it does not apply as between a country solicitor and his London agent, even though the country solicitor might be able to obtain a taxation of his London agent's bill. The court also expressed an opinion that the section applies only on a taxation of costs by the taxing officer, and that it does not apply to the taking of an account by the court in such a suit as that before it, and also that the Act of 1870 is not retrospective in its operation—i.e., that it does not apply to disbursements made before it was passed. The order of the Master of the Rolls was accordingly affirmed.—SOLICITORS, *G. L. P. Eyre & Co.; Taylor, Mason, & Taylor.*

MOTION FOR NEW TRIAL—ACTION IN CHANCERY DIVISION TRIED BY JURY BEFORE JUDGE OF COMMON LAW DIVISION—ORD. 39, R. 1.—In a case of *Jones v. Baxter*, before the Court of Appeal on the 12th inst., a question arose as to the proper court in which to move for a rule nisi for a new trial. The action was brought in the Chancery Division, and was set down before Bacon, V.C. Notice was given of trial before a judge and jury at Westminster, and the action was entered accordingly for trial in the general list of actions for trial three, and was tried before Hawkins, J., with a jury. The motion for a new trial was in the first instance made in the Exchequer Division, who thought that it ought to have been made before Bacon, V.C. Application was then made to the Vice-Chancellor, and he thought that the Exchequer Division was the proper court to apply to. The matter was then mentioned to the Court of Appeal (JESSEL, M.R., JAMES and BAGGALLAY, L.J.J.), who were of opinion that the case was governed by *Hunt v. The City of London Real Property Company* (26 W. R. 37, L. R. 3 Q. B. D. 19), and that the application should be made to the Exchequer Division. JESSEL, M.R., said that this rule would not apply to the case of an issue directed by a judge of the Chancery Division to be tried by a judge of a common law division with a jury. In such a case the motion for a new trial must be made to the judge who had directed the trial of the issue.—SOLICITOR, *W. Crook.*

TRADE-MARK—REGISTRATION—WORDS IN FOREIGN CHARACTER—TRADE-MARKS REGISTRATION ACT, 1875 (38 & 39 VICT. c. 91), s. 10.—In a case of *In re Rotherham's Trade-mark*, before the Court of Appeal on the 11th inst., the question arose whether a trade-mark consisting of a word in Arabic characters ought to be registered as a trade-mark. Rotherham & Sons were watchmakers at Coventry, and they supplied watches to Tod, Mullen, & Co., of Alexandria, for sale in the East. For many years Rotherham & Sons had been in the habit of stamping on the dial plate of the watches supplied by them to Tod & Co. the word "Tod" in Arabic characters. The Registrar of Trade-marks, acting under a general regulation issued by the Commissioners of Patents not to register marks comprising words in foreign characters, refused to register the mark. Bacon, V.C. (27 W. R. 503), ordered the mark to be registered. The Court of Appeal (JAMES BAGGALLAY, and BRAMWELL, L.J.J.) affirmed this decision. BAGGALLAY, L.J., said that the mark came clearly within the words of section 10, "A name of an individual or firm printed, impressed, or woven in some particular and distinctive manner." The respondent's counsel asked that, as the registrar had not been content with the Vice-Chancellor's order, but had chosen to appeal, he might be ordered to pay costs. The Court said that they could not give costs against a public officer.—SOLICITORS, *Solicitor to the Treasury; Whately, Milward, & Whitehead.*

PRACTICE—CLAIMS AS BETWEEN CO-DEFENDANTS—CLAIMS FOR COSTS—DEFENCE TREATED AS NOTICE—ORDER 16, R. 17.—In a case of *Official Liquidator of Economic Benefit Building Society v. Swift*, before the Master of the Rolls on the 11th inst., a question was raised whether a defendant could claim costs against her co-defendant on the ground that a case was made for them on her statement of defence. An order had been made in the action that the delivery of the statement of defence to the co-defendant should be notice of her claim within the meaning of ord. 16, r. 17. The action was one for ejectment for breach of covenant, and it was alleged by the defendant in possession, a sub-lessee, that she had been induced to take the lease from the other defendant by certain misrepresentations that no breach of the covenant in question would be committed by carrying on the business of a dressmaker. This defence had been delivered to the other defendant, and the first defendant now asked, as judgment for possession was given against the defendants, for damages for the misrepresentation, and also the costs of the action which she would have to pay. Reliance was placed upon *Bagot v. Easton*, 27 W. R. 404, L. R. 11 Ch. D. 394. JESSEL, M.R., considered he had jurisdiction to entertain the question having regard to the order previously made; but on the merits he came to the conclusion no case was made for either damages or costs.—SOLICITORS, *W. C. Hall; Scott, Jarman & Trass; Davenport Knight.*

COPYRIGHT OF DESIGNS ACT (5 & 6 VICT. c. 100)—ARRANGEMENT OF BRAID—REGISTRATION OF PHOTOGRAPH MANUFACTURE—NOTICE OF INFRINGEMENT—KNOWLEDGE.—In a case of *Brown v. Lomas*, before the Master of the Rolls on the 7th inst., a motion was made under the 7th section of the Copyright of Designs Act, 1842, to restrain the infringement of a registered design for braid. The plaintiffs had registered a design for braid by a photograph of a child's jacket, with the arrangement of the braid upon it. The defendants had manufactured jackets with an arrangement of braid said to be an imitation of the plaintiffs' design. JESSEL, M.R., said that the first question was whether the design was well registered, and, in his opinion, the design of which the photograph was a copy was well registered within the meaning of the Act. The certificate of registration merely said that the design was registered, and did not say in respect of what articles, and it might be a difficult question to say how far the design would be held to apply to articles other than jackets. That question did not arise, because the defendant had placed his braid upon an article exactly similar to that on which the braid was placed by the plaintiffs. The next question was whether the defendants, who were manufacturers, and, therefore within the 1st sub-section of section 7, were liable whether they had notice of the infringement or not. In his opinion, manufacturers were liable whether they had notice the article was an infringement or not, and it was their duty to see that they

did not commit a piracy. The section said they were liable for "any fraudulent imitation" of the design, and it was not necessary that the piracy should be an exact copy of the original. There might be many imitations which would not be fraudulent, and, in fact, he thought the imitation intended was an imitation with knowledge, and that the same could not be unconscious. Looking at the patterns of the plaintiffs and defendants, the differences were so slight that, unless pointed out, the eye would scarcely notice them. Under these circumstances, the defendants' jacket was an imitation, and, not using the word in an offensive sense, a fraudulent imitation of that of the plaintiffs, and they were entitled to an injunction.—*SOLICITORS, Paterson, Snow, & Blozam; Torr & Co.*

PUBLIC PARK—POWERS OF LOCAL AUTHORITY—EXCLUSION OF PUBLIC.—In a case of *Attorney-General v. Mayor of Leeds*, before the Master of Rolls on the 11th inst., a question was raised whether, on the construction of section 35 of the Leeds Improvement Act, 1872, the corporation were entitled to admit the public to a public park on payment of sixpence each on days when the park was closed under the section. A park was appropriated for public use and recreation under the Leeds Improvement Act, 1866, and by the Leeds Improvement Act, 1872, s. 35, the corporation had power "from time to time, and on such occasions as they think fit, not exceeding in all ten days in the year, to close" the park "against the public, and may on such occasions admit to any such park the members of any society, or of any public or private institution, or persons being attendants at or supported by any public or private institution, or such other persons as the corporation think fit, and the admission of every individual to any such park on such occasions may be either with or without payment, as directed by the corporation." It appeared that the corporation had closed the park to the public, and had let the same for the day to a swimming club for a gala, the public being admitted at sixpence each, and the proceeds being divided between the club and the corporation. This information and action had been commenced to restrain the defendants from using the park in contravention of the terms of the 35th section, and it was contended there was no power to exclude the public, and, in fact, re-admit them on terms of a money payment, that, in fact, being not an exclusion. It was also contended that the paying public were not within the words "such other persons" in the section, and that those words only applied to persons of the same class as those previously mentioned. *JESSEL, M.R.*, was of opinion that the effect of the earlier Act was to require the corporation to allow the public a free and gratuitous user of the park, and that they could only exclude the public by reason of the powers in the Act of 1872. The first part of section 35 would scarcely confer the right of accepting payments for the user of the park, and the last part of the section was evidently passed to enable the corporation to make a profit by the closing of the park to the public. What the informant asked him to do was to limit the generality of the words "such other persons as the corporation think fit," and he saw no reason to do so. In his opinion the corporation did, in fact, exclude the public if they only admitted those of the public who made a money payment, and there would be such an exclusion if any special qualification was imposed on those seeking admission. The paying public came within the meaning of the above words, and, in his opinion, the corporation had committed no illegal act. The information must, therefore, be dismissed, with costs.—*SOLICITORS, Paterson, Snow, & Blozam, for Dibb, Atkinson, & Braithwaite, Leeds; Learoyd, Learoyd, & Peace, for G. Munson, Lee's.*

LIBEL—INJURY TO TRADE—INJUNCTION—RIGHT TO JURY.—*FOX'S ACT* (32 Geo. 3, c. 60)—*JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8*—*ORD. 36, r. 3.*—In a case of *Thomas v. Williams*, before Fry, J., on the 7th inst., a question arose as to the power of the court to grant an injunction to restrain the publication of a libel injurious to trade. The defendants had not given any notice under rule 3 of order 36 to have the action tried by a jury. After the evidence on both sides had been taken, the defendants' counsel objected that by virtue of *FOX'S ACT* (32 Geo. 3, c. 60) the defendant to an action for libel was entitled to have the question of libel determined by

a jury; that the court had no jurisdiction to restrain by injunction the publication of a libel, even though it was injurious to property, relying for this proposition on the decision of the Court of Appeal in Chancery, before the *Judicature Act* came into operation, in *The Prudential Assurance Company v. Knott* (23 W. R. 249, L. R. 10 Ch. 142), or that at any rate it could not be "just or convenient," within the meaning of section 25, sub-section 8, of the *Judicature Act* of 1873, to grant an injunction until the fact of the libel had been determined by a jury. It was also objected that no injunction could be granted unless the plaintiffs proved, as they had not done, that they had sustained actual damage in their trade by the alleged libel. *Fry, J.*, held that the publication in question was a libel, and that its necessary effect was to injure the plaintiffs' trade. He held that the argument founded on *FOX'S ACT* was untenable. That Act, he said, applied only to proceedings by way of criminal information or indictment, and it had no application to a civil action. Under the *Judicature Act* an action for libel might be tried like any other action. The choice of the mode of trial was in the first instance with the plaintiff, but this was subject to the right of the defendant to ask for, and the power of the court to order, a different mode of trial. No application for a trial by jury having been made by the defendants, it was now too late to take the objection. No doubt the court, in the exercise of its discretion, could order an action for libel to be tried by a jury, and *FOX'S ACT* might influence the court in the exercise of its discretion. And as to the question of damages, his lordship held that it was sufficient to prove that the libel was necessarily calculated to injure the plaintiffs' trade. If it was necessary to prove that actual damage had been sustained, the preventive jurisdiction of the court would fall short of what it ought to do. In cases of trade-mark the court was in the constant habit of restraining the improper use of a mark, without proof of actual damage, if the use of it was necessarily calculated to injure the plaintiff. But the cases of *Riding v. Smith* (24 W. R. 497, L. R. 1 Ex. D. 91), and *Thorley's Cattle Company v. Massam* (28 W. R. 295), since affirmed by the Court of Appeal, were direct authorities that in such a case as the present it was sufficient to prove that the statement in question was necessarily calculated to injure the plaintiffs' trade. That objection, therefore, failed. And, as to the objection that an injunction could not be granted to restrain the publication of a libel, his lordship was at a loss to see why a libel affecting property or trade was not the proper subject of an injunction. The intention of the Legislature, as shown by section 25, sub-section 8, of the *Judicature Act*, was to enlarge rather than diminish the power of the court as to granting injunctions. But the case of *James v. James* (20 W. R. 434, L. R. 13 Eq. 421) was a distinct authority for granting an injunction in such a case, though that particular part of the judgment was not the subject of much discussion then. And in *Thorley's Cattle Company v. Massam* (28 W. R. 295), *Malins, V.C.*, granted an injunction in a similar case, and his decision had been affirmed by the Court of Appeal, *James, L.J.*, who was a party to the decision of *The Prudential Assurance Company v. Knott*, being one of the judges who affirmed it. The injunction claimed by the plaintiffs must, therefore, be granted.—*SOLICITORS, S. Whitehead; Lee & Brooklesby.*

New Orders, Etc.

WEIGHTS AND MEASURES ACT, 1878.

The *Gazette* of the 7th inst. contains an Order in Council to the effect that her Majesty is pleased to approve of the "five-gallon measure" as a new denomination of standard and directs that the same shall be a Board of Trade standard in like manner as if it was mentioned in the second schedule to the *Weights and Measures Act, 1878*.

OFFICES OF THE SUPREME COURT.

The Lord Chancellor, with the concurrence of the Lords Commissioners of her Majesty's Treasury, hereby gives notice that the following offices of the Supreme Court are added to Schedule B. of the Order in Council of 4th June, 1870, viz.:—The offices of official stationers to distribute stamps and forms of the Royal Courts of Justice.—May 4, 1880.

THE REGISTER OF BILLS OF SALE.

ON Friday week a deputation from the Association of Trade Protection Societies, members of several Chambers of Commerce in different parts of the United Kingdom, representatives of London bankers, and members of the Wholesale Drapers' and Grocers' Association, waited on the Lord Chancellor at his chambers at Westminster with reference to the order that has recently been issued respecting the publication of the names of persons who have registered bills of sale, the attention of his lordship being directed to the following clause of order 60:—"A person shall not inspect nor take any extract from any of these registers or indexes or any document filed in connection therewith, until he has specified in writing to the officer in charge of the register or index the name against which he wishes to search, and has satisfied the officer as to the object of the search."

Mr. J. BARRAN, M.P. (Leeds), introduced the deputation and pointed out that from the year 1854 to the present time it had been customary to publish the names of all persons who had registered bills of sale in weekly lists, and thus the trading community of the country were enabled to know what debtors had shown favour to creditors over other creditors by giving them bills of sale on their property. Very great inconvenience would result from this order that had recently been made, and it would virtually prevent these lists from being published. The object of the deputation was to ask his lordship to use his influence in securing the reinstatement of the original rule, which had proved so satisfactory to the trading community of the kingdom. The Association of the Trade Protection Societies represented that day no less than thirty-three associations in different parts of the country, having a total membership of 25,000.

Alderman BENNETT (Manchester) presented a lengthy memorial setting forth in detail the objects of the deputation and urging several reasons in support of it. When the new order came into force country creditors would have to send up to London to cause separate searches to be made respecting debtors.

Mr. SAMFSON S. LLOYD (Birmingham) said this was a matter of the utmost importance to the trading community, as the traders of the country would be at a loss to know who were giving bills of sale and who were not. In fact, if the present order continued it would upset to a very great extent the existing arrangements of traders.

Alderman FOWLER, M.P., also presented a memorial, signed on behalf of all the bankers of London, with the exception of the Bank of England, strongly urging the re-introduction of the original order.

Mr. MELLOR (secretary, Trade Protection Association) pointed out that at the present time out of every four bills of sale on an average three were given to money-lenders. If the present order continued, it would be an advantage to money-lenders, who lend money at an exorbitant rate of interest. He was prepared with a great deal of evidence in support of this assertion, but he would not trouble his lordship with it at that time.

The LORD CHANCELLOR promised to give the subject his best attention, but he would not attempt to pass an opinion at that time one way or the other. The deputation thanked his lordship and withdrew.

Law Students' Journal.

UNITED LAW STUDENTS' SOCIETY.

A meeting of the above society was held at Clement's-inn Hall on the evening of Wednesday last, when Mr. E. F. Spence opened in the affirmative the subject for debate, viz.—"That it is desirable that marriage with a deceased wife's sister should be made legal," and was supported by Messrs. P. Mott-Whitehouse, A. D. Maclaren, D. D. Grigsby, D'A. B. Collyer, H. E. Barren, R. B. D. Acland, and H. N. Harvey, whilst Messrs. Rundle-Levy, F. O. Edlin, R. Gwynne Templer, and E. Robinson opposed. Mr. Spence replied, and the chairman (Mr. W. C. Owen) having summed up, the motion was put to the vote and carried by

a majority of nine votes. The debate was well sustained and the attendance of members was large.

BIRMINGHAM LAW STUDENTS' SOCIETY.

At a meeting of this society held on Tuesday last in the Law Library, the third of a series of lectures, promised to the society by several barristers and solicitors of the town, was given by Mr. William Johnson. The subject of the lecture was "Some Curiosities of the Law Reports." At the outset of the lecture Mr. Johnson referred to the great difficulties which beset the law student owing to the extensive range of his subject, and explained how great was the assistance afforded to the memory by the association of ideas. The learned lecturer then proceeded to illustrate a variety of valuable legal principles by means of a number of amusing and interesting cases. At the close of the lecture a vote of thanks to Mr. Johnson was proposed by the hon. secretary (Mr. F. Harvey Samuel), seconded by Mr. B. Smith, and enthusiastically carried.

Obituary.

MR. GILLETT JONATHAN OTTAWAY.

Mr. Gillett Jonathan Ottaway, solicitor, of 39, Essex-street, Strand, died at his residence, Harengay-park, Crouch End, on the 24th ult., at the age of seventy-two. Mr. Ottaway was the son of Mr. John Ottaway, of Staplehurst, and was born in 1808. He was admitted a solicitor in 1829, and practised for many years at Staplehurst, in partnership with Mr. William Nash Ottaway, and his firm were formerly joint clerks to the Staplehurst Board of Guardians. About thirty years ago he removed to Salisbury, where he practised first in conjunction with Mr. Hector William Arney, and afterwards with Mr. Philip Watson Ottaway, having also a London office in Essex-street. Some years ago he resigned his business at Salisbury and thereafter carried on business alone. Mr. Ottaway was formerly solicitor to the Royal Panopticon of Science and Art Company. Mr. Ottaway was a zealous supporter of the Conservative party in the county of Middlesex. He was buried at Hornsey on the 29th ult.

MR. ERNEST JAMES DAVIES.

Mr. Ernest James Davies, solicitor (of the firm of Anderson & Davies), died recently at Ludlow. Mr. Davies served his articles with the firm of Urwick & Marston, of Ludlow, and was admitted a solicitor in 1867. Two or three years later he joined Mr. George Brydges Rodney Anderson, the clerk to the Commissioners of Taxes for the Overs and Minslow Divisions of Shropshire, and continued in partnership with that gentleman until his death. He had a good private practice, and was solicitor to the governors of the Ludlow Grammar School, and to the trustees of the Borough Municipal Charities; he was also clerk to the Ludlow Highway Board. Mr. Davies took an active interest in municipal business. He had been for several years a member of the Ludlow Town Council, and was elected mayor of the borough in 1877. The town council have unanimously passed a resolution expressive of their sympathy with the widow and family of the deceased.

MR. PHILIP TWEELS.

Mr. Philip Twells, barrister, died at Roseneath, Eastbourne, on the 8th inst., in his seventy-second year. Mr. Twells was the son of Mr. John Twells, of Sunbury, Middlesex, and was born in 1808. He was educated at the Charterhouse, and at Worcester College, Oxford, where he graduated second class in classics in 1830. Mr. Twells was called to the bar at Lincoln's-inn in Easter Term, 1834. He formerly practised in the Chancery Division, and was for several years equity editor of the *Law Journal Reports*. He retired from practice on becoming a member of the banking firm of Barclay, Bevan, Tritton, Twells, & Co. In 1868, Mr. Twells contested the representation of the City of London in the Conservative interest, and was defeated by only a small majority. In 1874 he was again a candidate,

and was returned second on the poll. His health had for a long time been failing, and at the recent dissolution of Parliament he did not seek re-election. He was a magistrate for the county of Middlesex, and a member of the Commission of Lieutenancy for the city of London. Mr. Twells was a bachelor.

Appointments, &c.

Mr. ERNEST BROAD, solicitor (of the firm of Harper, Broad, & Batcock), of 25, Rood-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. DONALD CRAWFORD, advocate, has been appointed Legal Secretary to the Lord Advocate of Scotland. Mr. Crawford was educated at Balliol College, Oxford, where he graduated second class in classics in 1860. He was subsequently elected fellow of Lincoln College, and was called to the bar in Scotland in 1862.

Mr. JOHN EDWIN CRAVEN, solicitor, of Todmorden, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the West Riding of Yorkshire.

Mr. RICHARD RENDLE MILLER DAW, solicitor, of Exeter, has been appointed a Magistrate for that city. Mr. Daw was admitted a solicitor in 1859, and is in partnership with his father, Mr. John Daw. He is registrar of the Exeter County Court, district registrar under the Judicature Acts, and one of the borough aldermen.

Mr. GEORGE FIELDING, solicitor and notary, of Dover, has been appointed a Magistrate for that borough. Mr. Fielding is an alderman, and was mayor of Dover in 1876. He was admitted a solicitor in 1849, and is registrar of the Dover County Court, district registrar under the Judicature Acts, and clerk to St. Mary's Burial Board.

Mr. WILLIAM GEE, solicitor, of Bishop's Stortford, has been appointed Clerk to the County Magistrates at that place, in succession to Mr. John Dobede Taylor, deceased. Mr. Gee was admitted a solicitor in 1852, and has been for several years clerk to the Bishop's Stortford Local Board.

Mr. WILLIAM MOORE JOHNSON, Q.C., M.P., who has been appointed Solicitor-General for Ireland, was born in 1822. He is an M.A. of Trinity College, Dublin, and was called to the Irish bar in 1853. He practises on the Munster Circuit, and became a Queen's Counsel in 1872. He was law adviser to the Lord-Lieutenant of Ireland under Mr. Gladstone's first administration, and was recently elected M.P. for the borough of Mallow in the Liberal interest.

Mr. ARNOLD MORLEY, barrister, who has been elected M.P. for the Borough of Nottingham in the Liberal interest, is the son of Mr. Samuel Morley, M.P. for Bristol. He was born in 1849, and was educated at Trinity College, Cambridge, and was called to the bar at the Inner Temple in Michaelmas Term, 1873. He practises on the Midland Circuit, and at the Lincolnshire, Nottinghamshire, Derbyshire, and Birmingham Sessions.

Mr. PARKER, solicitor, of Wellingborough, has been appointed Clerk to the Wellingborough Local Board of Health, in the place of Mr. Thomas Cook, resigned.

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

JAMES THORNE AND COMPANY, LIMITED.—Petition for winding up, presented May 3, directed to be heard before V.C. Malins, on May 14. Bolton and Co, Temple gardens, solicitors for the petitioner.

JOHN MARLAND DAVIES AND COMPANY, LIMITED.—By an order made by the M.R., dated Apr 17, it was ordered that the above company be wound up. Mead and Daubeny, King's Bench walk, Temple, agents for Nicholas, Bristol, solicitor for the petitioner.

NORTH WALES CARRIAGE AND WAGON COMPANY, LIMITED.—By an order made by V.C. Malins, dated Apr 27, it was ordered that the above company be wound up. Heritage and Co, Clement's lane, solicitors for the petitioner.

OAK PITTS COLLIERY COMPANY, LIMITED.—The M.R. has, by an order

dated Mar 18, appointed Charles Frederick Finney, St. George's crescent, Liverpool, to be official liquidator. Creditors are required, on or before June 4, to send their names and addresses and the particulars of their debts and claims to the above liquidator. June 13 at 11 is appointed for hearing and adjudicating upon the debts and claims.

VICTORIA MANSIONS, LIMITED.—V.C. Malins has, by an order dated Apr 23, appointed Edward Hart, Moorgate st., to be official liquidator. Creditors are required, on or before June 12, to send their names and addresses and the particulars of their debts or claims to the above liquidator. June 17 at 12 is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, May 7.]

ESTON ODD FELLOWS' BUILDING COMPANY, LIMITED.—By an order made by the M.R., dated May 1, it was ordered that the above company be wound up. Belfrage and Co, John st, Bedford row, agents for Bainbridge and Barnley, Middlesbrough, solicitors for the petitioners.

MERCANTILE AND EXCHANGE CLUB, LIMITED.—By an order made by the M.R., dated May 1, it was ordered that the above club be wound up. Patience, solicitor for the petitioner.

[Gazette, May 11.]

UNLIMITED IN CHANCERY.

LAND, BUILDING, GOVERNMENT AND GUARANTY AND SECURITIES SOCIETY.—Petition for winding up, presented May 6, directed to be heard before V.C. Bacon, on May 29. Jones, Queen Victoria st, solicitor for the petitioners.

SPURN VIEW BUILDING SOCIETY.—V.C. Bacon has, by an order dated Apr 27, appointed James Edward Garvey, Gt Grimsby, to be official liquidator.

[Gazette, May 7.]

TOPSHAM, WOODBURY, AND LIMPSTONE WATERWORKS COMPANY.—Petition for winding up, presented May 7, directed to be heard before the M.R., on May 29. Ballard, Clifford's inn, solicitor for the petitioner.

[Gazette, May 11.]

FRIENDLY SOCIETIES DISSOLVED.

HOUGHTON BURIAL SOCIETY, Houghton, Camberland. May 4

[Gazette, May 7.]

Solicitors' Cases.

COMMON PLEAS DIVISION.

(Sittings in Banco, before Lord COLERIDGE, C.J., and GROVE and LINDLEY, JJ.)

May 11.—*In the Matter of a Solicitor.*

This was a motion for a rule calling upon a solicitor to answer certain matters in an affidavit, or, in default, to show cause why he should not be struck off the rolls.

Murray appeared for the Incorporated Law Society.

It appeared that the solicitor had received certain moneys to assist him in settling an action in which he was acting for one of the parties, and the substance of the charge which he was called upon to meet was that he had appropriated these moneys, by his own admission, to his own use.

The COURT granted the rule.

(Before Lord COLERIDGE, C.J., and LOPES, J.)

May 13.—*In the Matter of a Solicitor.*

Wills, Q.C., on behalf of the Incorporated Law Society, moved for a rule calling upon the solicitor in question to show cause why he should not be struck off the roll. The solicitor had been member of a firm of three, and had for client a very kind old friend who had assisted him on various occasions for a number of years by advancing money to him, and by becoming surety for him. Eventually an action was tried before Mr. Justice Lopes, in which questions were raised between this gentleman and the solicitor. There was some £7,000, consisting of five items involved. As to four of these items the money had been received by the firm, or it had been handed to the particular partner as to whom he now moved. According to the plaintiff's case, it had been handed to him to invest; whilst the case for the defendants was that in each instance, in one way or another, the money had been paid over by the firm to the client, and then lent back again by the client to the individual partner, and that it was a debt due from him individually, and not from the firm. This individual solicitor produced a letter of Nov. 4, 1876, which, if genuine, went very far indeed to support his case. The letter was not written by the client but it purported to bear his signature. It was said on the part of the plaintiff, either that the letter was a forgery or that it was signed by the client under circumstances which prevented the client's mind from going with it; and that in that sense it was not a genuine document.

Mr. JUSTICE LOPES, in summing up, said that the matter was one of vast importance to both parties, and more especially so to the solicitor now in question, and he added that he did not see how, if the jury should answer the questions in the way they afterwards did, it was possible that that gentleman's name should remain upon the roll. The jury found against the individual solicitor upon all the questions; they found that they did not believe any part of his story; and specifically with regard to that letter they found that it did not represent any genuine transaction between the parties.

Lord COLERIDGE, C.J., observed that Mr. Justice Lopes, who knew the case, said that quite enough for him had been stated, and he (Lord Coleridge) quite agreed with him. There would, therefore, be a rule to show cause why the solicitor should not be struck off the roll. His lordship added, after some discussion, that what they proposed was that notice should be given to the solicitor of the time when the motion would come on, on cause being shown, and then if the court should think fit, he would be examined and cross-examined before the court.

Rule granted.

County Courts.

HUDDERSFIELD.

(Before J. W. DE LONGUEVILLE GIFFARD, Esq., Judge.)

Re Gee and Brook.

A trustee will be allowed to disclaim a lease, although he has severed fixtures after his appointment, but the order will be made subject to the payment of the value of the fixtures. A trustee has twenty-eight clear days within which to determine whether he will disclaim or not; the disclaimer itself need not be executed during that period.

This was an application on the part of the trustee for leave to disclaim the tenancy of the debtors in Forland Mills, in Lindley, Huddersfield.

S. Learoyd, of Huddersfield, appeared on behalf of the trustee.

Laurence Gane (instructed by Messrs. Ramsden, Sykes, & Ramsden), for the landlord.

It appeared that the debtors were tenants of room and power under Rowland Hall, the rent varying according to the quantity of machinery worked. Upon the 25th of November, 1879, the debtors filed a petition for liquidation. Frederick Dyson was appointed the trustee. The rent was due up to the end of 1879, and the trustee paid it; but a further sum of £5 was claimed as arrears, for which a distress was made and then paid. The trustee before the end of January, 1880, sold off the whole of the assets. On the 2nd of January, 1880, Rowland Hall gave notice to the trustee to elect whether he would continue the tenancy or disclaim. On the 30th of January, the trustee saw the landlord, and then stated that he had no further use for the premises, that the landlord might have possession at once, and he was prepared to straighten off with him. The landlord refused to have anything to do with him, and referred him to his agent. On the following day he saw the landlord's agent, and told him that he was prepared to settle with him, but the agent refused to come to any arrangement. It was said, on the part of the trustee, that on the 30th of January an application was made for an extension of time within which the trustee should elect, and on the part of the landlord it was contended that this application was not made until the 31st of January. The order, however, on the face of it purported to be made on the 30th of January, and the judge held that in the absence of positive evidence the order must be taken as conclusive. It was also alleged by the landlord that the trustee had severed fixtures. This was denied on the part of the trustee, but the whole of the effects had been sold and everything removed.

Learoyd contended that the intimation given on the 30th was a complete determination on the part of the trustee in the words of section 24, and that section 23 gave an absolute right to disclaim at any time, subject to the intimation being given within twenty-eight days, and that the twenty-eight days were to be clear and exclusive of the day on which the notice was given, and the following authorities were relied upon, viz.:—*Davis v. Evans* (9 M.

& W. 48); *Banner v. Johnson* (L. R. 5 E. & I. App. 157); *Goodwin v. Noble* (8 E. & B. 587); *Mellor v. Levin* (16 L. T. N. S. 531); *Welsh v. Abraham* (3 Camp. 340); *McIntosh v. Trotter* (3 M. & W. 186); *Saint v. Pilley* (L. R. 10 Ex. 137); *Re Sneezum, Ex parte Davis* (25 W. R. 49).

Gane, on behalf of the trustee, contended that a notice of the trustee's intimation must be in writing; that it must be something upon which the landlord could act; that the interview that took place on the 30th could not in any way be considered as an intimation of intention to disclaim, and that the trustee was bound to rely upon the application to the court for an extension of time; that this application was not made until the 31st of January, which he contended was too late, and that the trustee, therefore, by not making his election within the time, had precluded himself from making it at all. He further contended that the trustee, by severing the fixtures, had adopted the tenancy, and that he could not adopt the tenancy and deprive the landlord of part of his property, and at the same time seek to abandon the tenancy entirely. He relied upon the cases of *Ex parte Stephens, Re Davies* (26 W. R. 136); *Ex parte Brook, Re Roberts* (27 W. R. 255); *Ex parte Lovering* (L. R. 9 Ch. 586).

His HONOUR, in giving judgment, said he was clearly of opinion that what had taken place at the interview which was spoken to by the trustee, amounted to a sufficient intimation of an intention to disclaim. All the landlord was entitled to was to be told within the twenty-eight days whether he might depend upon the trustee as his future tenant, or whether the trustee was prepared to give up the property to the landlord. He considered the trustee had a clear thirty days within which to make this application, and he was clearly of opinion, upon the evidence, that the application was made on the 30th, but that even this was not necessary, because the interview itself was sufficient. With reference to the fixtures, if the trustee had severed any fixtures, the landlord would not be damaged, because he would be entitled to be paid the value of them, and there was no express authority for saying that the severance of the fixtures disentitled the trustee to disclaim; and as to the liability of the trustee for rent, this could not be a personal liability, but the section expressly provided that the landlord should not be damaged, because he would be entitled to prove for any loss that he could establish; the landlord was, therefore, quite at liberty to bring in a claim for what he had suffered by the disclaimer being executed, and this could not be done until the disclaimer had first been made. With reference to the amount to be paid to the landlord, he (the judge) was quite prepared to adjust it afterwards, and suggested that the solicitors on each side should in the first instance endeavour to agree upon the amount to be paid, and if they could not do so he was willing to settle the matter between them. The trustee must be at liberty to disclaim, and had the landlord simply come to the court submitting to an order or relying upon his position with reference to the fixtures and the rent, his costs would have been allowed out of the estate, but as the landlord had raised a contention upon which he had failed, no costs could be allowed to him.

LEEDS.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

April 22.—*Wordsworth v. Webster.*

Trespass—Collision—Liability of principal for wrongful act of agent.

His HONOUR, in delivering judgment, said:—This action, which was tried on Monday last, the 19th inst., arose out of the following facts. The plaintiff was possessed of a horse which on the 7th March last was in the care of one George Walker, and, while he was riding on his own side close to the causeway on the Burley-road, a man, Fredk. Tetley, to whom the defendant in the action had intrusted a pony and spring cart for the purpose of taking them to his (the defendant's) stables, whilst driving at great speed, suddenly and without due caution turned on one side, and coming into contact with the plaintiff's horse the shaft of the cart was driven with great force into the fleshy part of the animal's leg, the effect of which was, a short time afterwards, to cause its death. Tetley was not employed by the defendant in his business as a servant, but occasionally took the horse and cart to the stables, putting up the horse for the night, and receiv-

ing for such service a gratuity, sometimes in refreshment, and at others a small sum of money. There is no doubt the horse's death was caused by the wrongful act of Tetley, and the question is whether the defendant is liable to make compensation to the plaintiff. I reserved my decision at the trial in order to consider the facts, and inquire into the authorities as to how far this case fell within the rule that a master is answerable for a trespass which his servant, acting within the scope of his ordinary employment, has committed; and whether Tetley, acting more in the character of an agent, having to perform a limited duty, fell within the rule. The inquiry has satisfied me that the liability extends to principals who expressly employ an agent to perform a duty during the discharge of which, by the absence of ordinary care, injury is caused by such agent, and that the maxim of *respondent superior* applies. There is in law an obligation cast upon the principal to select an agent from a knowledge of his aptitude for the particular employment which he is to perform, and in effect he warrants his good conduct in all matters of the agency. The cases of *Weyland v. Elkins* (Holt, 229), and *Wanstall v. Pooley* (6 C. & F. 910), are authorities for the proposition that it is not necessary that the permanent relation of master and servant should subsist beyond the particular act in which the agent is employed; deciding in principle that any man having authority over the acts of another, and who either expressly commands him to do an act, or puts him in a condition of doing that from which, by the negligent discharge of the duty intrusted to him, injury results to another, is responsible for the act of the agent in the same way as if it had been his own act. In this class of cases the chief point to be regarded is whether an act done by any person is done in the capacity of servant or authorized agent, and if such relationship cannot be shown, then in that case the original wrong doer is alone liable. The facts before me in the present instance show that Tetley, although not a servant in the usual sense of that term, was specially authorized by the defendant to take the horse and cart to the stables, and that, in my opinion, brings the defendant within the rule that where a person acts by another he is bound to employ proper instruments, and to use sufficient care in the selection; and negligence on the part of the agent in the course of such employment, the result of which negligence is damage caused to third parties, renders the principal in law liable. A verdict in the present case must be entered for the plaintiff. Damages £17—£14 for the value of the horse, and £3 for expenses incurred.

Solicitor for the plaintiff, *Bedford*.

Solicitor for the defendant, *Billinton*.

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

GRANGER, WILLIAM, Bristol, Cooper. May 20. Granger v Granger, M.R. Bridges, Bristol.
ILBERTON, HANNAH, Newcastle-upon-Tyne. May 31. Buchanan v Bleokinsopp, V.C. Hall. Bruce, Bishop Auckland.
KNIGHT, ROBERT FARTHING, Hereford, Cartier. June 2. Tomkins v Knight, V.C. Hall. Humphrys, Hereford.
MARTIN, SAMUEL, Cowper rd, Stoke Newington, Gent. May 14. Gold v Martin, V.C. Bacon. Bradley, Mark Lane.
MUSKETT, JOSEPH, Holt, Norfolk, Grocer. May 15. Muskett v Muskett, V.C. Malins. Yetts, Lincoln's Inn fields.
POSSO, MAURICE JOSEPH, Portland in West, Merchant. May 21. Posso v Posso, V.C. Hall. Sydney, Finsbury church.
SHEW, EMMA, Cricklewood lodge, Cricklewood. May 25. Goodridge v Lee, M.R. Moss, Old Broad st.
SWALLOW, THOMAS, Berwick st, Soho, Licensed Victualler. May 21. Swallow v Dudd, M.R. Goren, South Molton st, Oxford st.
WILSON, ELIZABETH, Trinity sq, Tower Hill. May 31. Simpson v Dadds, V.C. Malins. Eastwood, Bishopsgate st Within.
[Gazette, Apr. 27.]
AGAR, HENRY, Wimpole st, Cavendish sq, Hotel Keeper. June 1. Agar v Vick, V.C. Hall. Lon. Wimpole st.
BARNSTABLE, THOMAS HUCKER, Middlesex, Somerset. May 28. Brown v Barnstable, M.R. Lovibond and Son, Bridgewater.
GOVER, GEORGE SMITH, Winchester, Architect. May 28. See v Gover, V.C. Hall. Adams and Co. Winchester.
HINDS, THOMAS CALLENDER, Townhops, Hereford, Gent. June 7. Ryland v Hinde, M.R. Press, Bristol.
HOBBS, SAMUEL CROOME, Frenchay, Gloucester, Iron Manufacturer. May 31. Hobbs v Perry, V.C. Hall. Chilton, Bristol.
STANBRIDGE, SYDNEY WILLIAM, Canal Bank, Camberwell, Maltster. May 18. Barnard v Stanbridge, M.R. Davis, Moorgate st.
WELLSINGHAM, WILLIAM, Great Fressingham, Norfolk, Farmer. May 23. Trundle v Palmer, M.R. Palmer, Swaffham.
[Gazette, Apr. 30.]

BURLAND, JUDGE, BENJAMIN, Fore st, Bonnet Shape Manufacturer. June 7. Sears v Burland, V.C. Hall. Johnson, Fenchurch st.
GRADOWSKA, MARIAN, Workhouse Infirmary, Croydon. May 31. Todhunter v Todhunter, V.C. Malins. Vallance, Essex st, Strand.
HEMMINGS, RICHARD, Bankside, Southwark, Licensed Victualler. May 31. Young v Smith, V.C. Malins. Butcher, Bouveria st, Fleet st.
JONES, JOSHUA, Old Ford rd, Victoria Park, Lamp Dealer. May 31. Jones v Jones, V.C. Bacon. Peacock, John st, Bedford row.
MEADOWS, MARK LAW, Mount Pleasant, Brighton. May 31. Fox v Brandreth, M.R. Barker, Union st, Old Broad st.
FLOWMAN, JAMES, Feltwell, Norfolk, Yeoman. June 1. Flowman v Flowman, M.R. Miller, Norwich.
POPKIN, ALFRED EDD, Chadwell st, Middleton sq, Stationer. May 31. Clark v Forsey, V.C. Malins.
WARD, GEORGE, Lower Norwood, Builder. June 5. Ward v Matthews, V.C. Hall. Elmie and Co, Leadenhall st.
BRUCCIANI, DOMINICO, Russell st, Covent Garden, Modeller. June 18. Ryan v Caproni, V.C. Hall. Samnor, Godliman st, Doctors' Commons.
[Gazette, May 4.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ABSCLOW, SAMUEL, Isabella-road, Homerton. June 1. Harling, Fetter-lane.
ARMSTRONG, EDWARD, Grassington, York, Yeoman. May 31. Brown, Skipton.
ASHTON, GEORGE, Brady-street, Whitechapel. May 31. Jennings, Leadenhall-street.
BOWES, BENJAMIN, Staveley, Derby. May 31. Maltby, Mansfield.
BURRIE, MARY, Wiveliscombe, Somerset. May 31. Pears, Wiveliscombe.
CONOLLY, ANNE, Mount Radford, Exeter. June 1. Whidborne and Tozer, Teignmouth.
CUTLAND, THOMAS, Retford, Nottingham, Gent. June 24. Newton and Co, East Retford.
DILLON, Right Hon. Viscount THEOBALD DOMINICK GEOFREY, Dyckley, Oxford. June 24. Markby and Co, New sq, Lincoln's inn.
DUFFETT, HENRY, Gloucester, Gent. July 27. Plummer and Parry, Bristol.
GARDNER, LUCY, Lowndes-street. June 15. Parkers, Bedford-row.
GER, ABTHUR, St Mary Axe, Provision Merchant. June 7. Fitch, Well-street, Hackney.
HALDEN, JOSEPH, Kingston-upon-Hull, Brush Manufacturer. July 1. Lowe and Co, Kingston-upon-Hull.
HARRISON, JAMES, Belper, Derby, Gent. June 7. Jackson, Belper.
HARVEY, JEMIMA ANN, Dover, Dairy Keeper. June 1. Stilwell, Dover.
HAWKINS, JOHN, Burnham, Essex, Oyster Mer chant. June 1. Johnson, Lincoln's inn fields.
HOLDBACK, EMMA, Aston, nr Birmingham. June 19. Johnson and Co, Birmingham.
LETCHFORD, FREDERICK, St John's, Lower Clapton, Gent. May 31. Frost, Leadenhall st.
LEWIS, JAMES, Lozels, Birmingham, Brickmaker. June 4. Westwood, Birmingham.
LOCK, HENRY, Dorchester, Solicitor. May 29. Lock, Dorchester.
LORATNE, ISABELLA GREWS, Wallington, Surrey. May 31. Gamlen, and Son, Gray's-inn-sq.
LOW, JOHN, Claphill, Bedford, Farmer. May 31. Wade-Gery, Bedford.
MASON, JOSEPH, Talbot-grove, Notting-hill, Builder. June 1. Taylor and Taylor, Metrop-litan-chambers, New Broad st.
MATTHEWS, EMMA, Shrewsbury, Salop. June 25. Talbot and Woodman, Newtown.
MIDDLEBROOK, JANE, Crespin st, Spitalfields. May 31. Clapham and Fitch, Bishopsgate Without.
NORMAN, MARGARET, Queensborough-terrace, Kensington Gardens. May 1. Tyrrell, Raymonds-bldgs.
RAW, DAVID BOLTON, Hemming-cottage, Hampton, Gent. May 30. Ceborn and Young, Leadenhall-st.
RHODES, JOHN, Bradhead, Lancaster, Yeoman. May 15. Charnley and Finch, Preston.
SAMPSON, JOSEPH, Hallam Head, Sheffield, Licensed Victualler. June 12. Bramley, Sheffield.
THOMPSON, WILLIAM, York, Solicitor. June 1. Hillyard, York.
WATKINS, GEORGE, Leighton Buzzard, Bedford, Gent. June 12. Newton, Leighton Buzzard.
WILLIAMS, WILLIAM, Chester, Draper. June 1. Bridgman and Co, Chester.
WILLIAMSON, THOMAS, Barrow-in-Furness, Grocer. May 31. Taylor, Barrow-in-Furness.
[Gazette, April 30.]
BAILLY, FRANCIS, Holt, Wilts, Farmer. June 7. Keary and Co, Chippenham.
BAKER, JOSEPH, Newcastle-upon-Tyne, Yeoman. July 1. Mather and Co, Newcastle-upon-Tyne.
BAKER, PHILIP, Leicester. June 19. Harris, Leicester.
BERNDES, ADOLPHUS, Strand, Restaurant Proprietor. June 31. Bartlett, Bedford-street.
BULL, ELIZABETH, Albion rd, Newington Green. June 4. Le Riche and Son, Rood lane.
CAVE, JANE, Leicester. June 1. Freer and Co, Leicester.
DONAGAN, ALFRED FREDERICK, Cambridge, Perfumer. July 1. Fosters and Lawrence, Cambridge.
EATON, MARIA BIRDSALL, Salford, Lancashire, Provision Dealer. June 14. Darton and Bottomley, Ashton-under-Lyne.
ELLINGHAM, GABRIEL, Hemel Hempstead, Hertford, Farmer. June 24. Grover and Son, Hemel Hempstead.
ELLIS, RICHARD GREGSON, Plasnewydd, Denbigh, Mineral Water Manufacturer. June 7. Ellis and Co, St. Swithin's-lane.
GRIFFIN, GEORGE, Boston, Lincoln, Plumber. June 1. Staniland and Wicks, Wrotham.
HARRINGTON, FREDERICK, Liverpool, Coach Builder. June 15. Bremner and Co, Liverpool.
HARRAWAY, HUGH, Monk's Heath, Chester, Blacksmith. June 10. Gaunt and Grainger, Manchester.

HODGE, JAMES, Newcastle-upon-Tyne, Furniture Dealer. July 1.
 Mather and Co, Newcastle-on-Tyne
 HURDLE, HENRY, Melcombe Regis, Dorset, Provision Merchant.
 June 16. Hanne, Weymouth
 HUTCHINS, SARAH, Twyford, Berks. June 1. Beattie, Old Broad st
 KESTERBER, JOHN JOHNSON, High st, Shadwell, Oil and Colour Man.
 June 1. Sandom and Co, Gracechurch st
 KENTON, JOHN AINSWORTH, Pendleton, nr Manchester, Pawnbroker.
 June 14. Farrar and Hall, Manchester
 LEATHERDALE, JOHN, Bromley, Kent, Esq. May 31. Smallpeice and
 Sons, Guildford
 LONGMAN, JOHN JAMES HAM, Melcombe Regis, Dorset, Licensed Victu-
 allier. June 16. Hanne, Weymouth
 MATTHEWS, EDWARD JOHN, Endon, Stafford, Builder. May 28.
 Challinor, Hanley
 MATTHEWS, JACOB SCOTT, Penarth, Glamorgan. June 30. Waldron,
 Cardiff
 MILLS, WILLIAM ROSS, Pimlico rd, Chelsea, Licensed Victualler.
 June 1. Layton and Co, Budge row
 OVEY, FREDERICK, Tregwern, Denbigh, Gant. June 1. Richards and
 Son, Llangollen
 PAYNE, HENRY ADOLPHUS SEPTIMUS, Sidcot, Somerset, Solicitor.
 June 24. Woolfryes and Powell, Banwell
 PETERBES, MICHAEL, Febworth, Gloucester, Yeoman. June 15.
 Hudson, Pershore
 PIGGOTT, ELIZABETH, Balsall Heath, Worcester. June 8. Tyndall and
 Co, Birmingham
 PITTER, JAMES, Brighton, Esq. June 7. Stuart, 6, Gray's-inn-square
 PLOMER, CATHERINE WILHELMINA, Holland Villas rd, Kensington.
 June 1. Freshfields and Williams, Bank-bldgs
 RIDGWAY, MATTHEW, Dewsbury, York, Draper. June 1. Ridgway
 and Ridgway, Dewsbury
 SANDHAM, ANNA, Bath. June 10. Tilleard, and Co, Old Jewry
 SMOOTHER, STEPHEN, Southborough, Kent, Retired Farmer. June 24.
 Palmer, Tonbridge
 TOTTIE, JOHN WILLIAM, Gargrave, York, Esq. June 14. Arundel,
 Leeds
 TYSON, RUTH HANNAH, Whitehaven, Cumberland. May 28. Atkinson
 and Collins, Whitehaven
 VALLACK, MARIA ELIZABETH, Plymouth. June 1. Hutchings, Devon-
 port
 WASON, EDWARD SANDYS, Earl's Court rd, South Kensington, Capt
 33rd Foot. June 1. Payne and Son, Liverpool
 WILLIAMS, ISAAC, Bronhaulog Hall, Denbigh, Quarry Owner. May
 22. Mason, Chester
 WILLIAMS, JOHN, Maesmawr, Cileen, Flint. June 15. Kelly and
 Keene, Mold

[Gazette, May 4.]

Court Papers.

HIGH COURT OF JUSTICE. LONDON.—EASTER SITTING, 1880.

This list contains all actions entered in Queen's Bench, Common Pleas, and Exchequer Divisions, in which notice of trial has been given; and also all divisions in the Chancery Division, in which notice has been given of trial before a judge and jury, up to and including 10th May, 1880.

LIST OF ACTIONS FOR TRIAL.

C P 1 The Chartered Mercantile Bank of India, London and China
 (Waltons, B and W) v The Netherlands Steam Navigation
 Co limd (Lovell and Co) com SJ
 C P 2 Frowein and ors (Stephen Scott) v Sonnetthal (Ashurst, M
 and Co) stayed SJ
 C P 3 Brefts (A Jones, T and G) v Williams, Norris, A and C) stayed
 Ex 4 Hanbury (Mercer and Mercer) v Grant and Clark and Punc-
 hard (Ashurst, M and Co; Blunt, T and L) And 77 other
 actions against the same defendants, postponed SJ
 Ex 82 Ostrom and Fischer (H J Coburn) v Heintz (Nash and F)
 stayed
 C P 83 Rathbone and ors (Freshfields and W) v Caldwell (J B
 Towse) com SJ
 Q B 84 Leese (Jno Frost) v Household (Field, Rand Co) stayed SJ
 Ex 85 Masaru and ors (Murray, Hutchins and Co) v Hobbly (Hol-
 lams, Son and Co) com SJ
 C P 86 Amazon Tug and Lighterage Co limd (Ashurst, M and Co) v
 Earle's Shipbuilding and Engineering Co limd (Chester, U
 and Co) com SJ
 Q B 87 Dreyfus, Freres and Cie (Stibbard, G and Co) v Watts Mil-
 burn and Co (Torr and Co) com SJ
 C P 88 Gardiner (Waltons, B and W) v Warns (F Bradley) stayed
 SJ
 C P 89 Walker (S H Behrend) v Hough (Bloxam and E) without
 jury, stayed
 Q B 90 Vanderzee and Co (Simpson and C) v Campbell, Robertson
 and Co (J R Chidley) SJ
 Q B 91 Weigel (W Beck) v Anderson and ors (Hollams, Son and C)
 postponed
 C P 92 A Tesdorpf and Co (Waltons, B and W) v Gates (T Cooper
 and Co) stayed SJ
 C P 93 Reynolds (J P Garrod) v Cooper (Fisher and Co) postponed
 C P 94 Strauss and Co (F W Mount) v Continental Daily Parcels
 Express (Dalton and J) com
 C P 95 New South Wales Marine Assurance Co (Hollams, Son and
 C) v Reade (Waltons, B and W) com SJ
 Q B 96 Alexander (J C Campbell) v McMaster (Venning, R and J)
 stayed
 Q B 97 The Central African Trading Co limd (Flux and Co) v Walsh,
 Bros (Milne, R and M) com
 Q B 98 Standard Lubricating Oils Co limd (H Kimber and Co) v
 Smith (Champion and Co) com
 Q B 99 Dale and Spring (Hollams, Son and C) v Wakefield (Waltons,
 B and W) com SJ

Q B 100 Dickinson (Haywards, K and S) v S Stanbridge (Clapham
 and F) stayed
 Eg 101 Hackett (Scard and Son) v Gisby (Robert Wood) stayed
 Q B 102 Schulte and Scheman (Hollams, Son and C) v Hopkins,
 Gilkes and Co (Van Sandau and C) stayed SJ
 C P 103 Berla, Cotram and Co (Norton, R and Co) v E Pallas and
 Co (Lowless and Co) com SJ
 Q B 104 Eklof (Stokes, S and S) v Greenhow and Co (Billinghurst
 and W) stayed SJ
 C P 105 Bordes (Johnson, U B and A) v Peruvian Guano Co limd
 (J B Batten) com SJ
 Ex 106 Vickers and anr (W Tanner) v Bird and ors (Wilde, B M
 and W) stayed
 Ex 107 Gardner (Randall and A) v Withernsea Pier, & Co (Milne,
 R and M) com
 Q B 108 Prieto (J Andrews) v Chadwick and Son (S Mayhew) post-
 ponied
 Q B 109 Bramwell (Hollams, Son and C) v Levi and Co (Ingledew
 and Co) com SJ
 C P 110 Preston (Parker and Co) v The Cleveland Extension Mineral
 Railway Co (Chappell, Sons and Co) SJ
 Q B 111 C Tennant and Co (N Sheppard) v Ellis, Kinslingbury and
 Co (F W and H Hilbery) SJ
 Q B 112 Berlin, & Co, limd (Rooks and Co) v Combe and Wain-
 wright (In Person) SJ
 Q B 113 Rogerson and Son (Courtenay and C) v Uzielli (Waltons,
 B and W) com SJ
 Q B 114 Thomson and ors (Ingledew and I) v Grant and ors
 (Hughes, Hooker and Co) com SJ
 Ex 115 Bunnell and Co limd (Renshaw and R) v Potter and Sons
 (Prior, B C and A) SJ
 Q B 116 Arnold and Co (Robinson and H) v Grautoff and Co (Nicol,
 Sons and J) stayed SJ
 C P 117 Steel Bros and Co (Waltons, B and W) v Briggs and ors
 (Pritchard and Son) com SJ
 Q B 118 Mapleson (J and R Gole) v Austin (W F Stokes) com
 Ex 119 Porter and Co (Champion, R and P) v Duncanson (Waltons,
 B and W) com
 C P 120 Belmonte and ors (Ashurst, M and Co) v Gutschow and
 Ford, trustees, & (W A Crump and Son; Saunders, H
 and Co) without jury
 Q B 121 Carver (Ery and H) v Grieves (Mozley and S) com
 C P 122 Learyod (Lowless and Co) v Parker and Co (Field, R & Co)
 Commission SJ
 C P 123 Hockley Hall and Whately Colles and Brickworks limd
 (Wright, B and W) v Barton (Satchell and C) stayed
 C P 124 Same (Same) v Same (Same) stayed
 Ex 125 Beeson (Whiles, R and Co) v Jacobs and anr (E J Sydney
 and Son) Commission
 Q B 126 Cazal (M Abrahams and R) v Beck and anr (E Lee) com
 C P 127 Harvey (Bristow and S) v Wilcox (C F B Birchall) com
 Q B 128 Foyle (W J Myatt) v Wyrnsburghe (J H Jones) stayed
 C P 129 Sir John Pirie and Co (Parker and Co) v The Middle Dock
 Co (W A Crump and Son) without jury, com
 Ex 130 Keeble (W F Morris) v Whitworth and ors (Ashurst, M and
 Co) com
 Q B 131 McAlister and ors (Hollams, Son and C) v Fenning (Fresh-
 fields and W) com SJ
 C P 132 Bolekow, Vaughan and Co (Waltons, B and W) v Fisher
 (Parker and Co) SJ
 C P 133 Thomas (Lowless and Co) v Larnard (Farnfields)
 Q B 134 Schrier (Fry and H) v Goldsworthy (Turner and Son) pt hd
 C P 135 Vallance (Argles and A) v Peto (Cope and Co) SJ
 Ex 136 Lovering, trustee, & (Rooks and Co) v Salter and anr (J C
 Button and Co) postponed SJ
 Q B 137 Bedford Pits Colliery ld (Simpson H and Co) v Roberts
 (J H Lydall) SJ
 Q B 138 Same (Same) v Dixon (Same) SJ
 Ex 139 Barrett (Jackson and P) v Billingham (Wilkins, B and F)
 SJ
 Q B 140 Greene (Elmslie, F and S) v Vardon (Janson, C and P)
 postponed SJ
 C P 141 Holmes (Pyke and M) v Inglis and wife (Oehme & S)
 Q B 142 Brandt and ors (Goldberg and L) v Craig and anr (Roberts
 and B) com
 C P 143 Orange and anr (Pitman and S) v Lythe (G L P Eyre and
 Co)
 Ex 144 Comptoir d'Escompte de Paris (Lyne and H) v Boslet,
 Forman and Co (Baker & N) com SJ
 Ex 145 Farmiloe and ors (Stophor and R) v Jarvis and anr (Bell, B
 and G)
 C P 146 Evans (Stocken and J) v Pothonier (Ingledew and Co) com
 C P 147 Sheward (Allen and Son) v Metropolitan and St John's
 Wood Ry Co (Burchells)
 C P 148 Skoines (J E Betts) v Sleaford Gas Co limd (Taylor, Hoare
 and Co)
 Ex 149 Stephens (Hughes, H B and T) v McIsaac (Vallance and V)
 stayed
 C P 150 Lady Llanover (Freshfields and W) v The Elbow Vale Steel,
 & Co limd (Robinson, P and S) SJ
 C P 151 Donnithorne (Wild, B and W) v Bolton (Gadsden & T)
 Q B 152 Wilson (Morley and Shirreff) v Luxton (H Luxton) without
 jury com
 Q B 153 Linton (Chester, M H and B) v Rogers (J Rae) SJ
 C P 154 Porcas (Farnfields) v Roy Bros (Keene & M)
 C P 155 Burnand (Waltons, B and W) v Rodocanachi (Markby and
 Co) without jury, pt hd
 Q B 156 Baynes (Blatchford, R K and W) v Smyth (Learyod, L and
 P) SJ
 Ex 157 Prewett (Champion, R and P) v Simmons (Pitman and S)
 C P 158 Bank of New South Wales (Waltons B and W) v Merry
 (Freeman and Co) com SJ
 Q B 159 Gillig (Foss and Legg) v Stoffel (Crook and S) com
 Q B 160 Tufts (J McDiarmid) v Stumore and Co (Field, R and Co)
 com
 Ex 161 Leaver (H W Christmas) v Baker and Sons (Lewis and
 Lewis)

- Ex 162 Silberberg (In Person) v Mapleson (J and R Gole)
 Q B 163 Jones (T H Devonshire) v Monte Video Gas Co (G M Clements, com)
 C P 164 Roebuck (Argles, B and A) v Peto (Cope and Co) S J
 Q B 165 White (Philbrick and Co) v Hudson and ors (Renshaw and Co) postponed, S J
 Q P 166 Fenner (Farnfields) v Luck (Lowless and Co)
 Ex 167 Lehmkuhl (R Greening) v Blyth and Co (Houghton and B) stayed
 Ex 168 Barton (Harper, B and B) v Ommamney (Sutton and O)
 Ex 169 Chittick (T R Richardson) v Harris (Pittman and S)
 C P 170 Homan (G Lockyer) v Newstead (F T Dubois)
 C P 171 Gething (In Person) v Royle and anr (G S Hare) without jury
 Ex 172 De Bergue and Co lmd (Wilkins, B and F) v Ward and ors (Peacock and G; J M Chamberlain; Pritchard and Sons) S J
 Ex 173 Young (Same) v The Sonora Co and ors (Elmslie and Co; Mozley and S) S J
 Ex 174 Miller (Winter and Co) v Pilling (Combe and W) stayed S J
 C P 175 Hatch (Potter and S) v Blackwood (Shoubridge and M)
 C P 176 Vance and wife (C Harcourt) v Child (Plunkett and L)
 Q B 177 Harris (W P Slater) v Truman Hanbury and Co (Clapham and F) S J
 Q B 178 Cooper (T Cooper and Co) v McIlwraith and anr (Ingledew and I)
 C P 179 O'Byrne (W B Abbott) v North Metropolitan Tram Co (H C Godfray) S J
 Q B 180 Duffy (F Bradley) v Lond, Brighton, &c., Ry Co (Norton, R and Co)

(To be continued.)

Legal News.

Mr. Naish, Q.C., has been appointed law adviser at Dublin Castle.

The Manchester Incorporated Law Association has received a communication from the Lord Chancellor stating that a new rule has been made closing the office of the District Registry at Manchester during Whitsun week.

It is understood that immediately after the 20th inst., when Parliament re-assembles, the private business before committees will be pushed forward with the utmost possible vigour, so as to make the best in this respect of a necessarily short session.

An additional election judge has been selected by each of the Common Law Divisions. There are now, consequently, six judges on the rota for that purpose, viz.:—Mr. Justice Lush, Mr. Justice Denman, Mr. Baron Pollock, Mr. Justice Manisty, Mr. Justice Hawkins, and Mr. Justice Lopes. A meeting of the six judges was held on Tuesday afternoon at the Royal Courts of Justice and it is expected that the dates for proceeding with the trial of some of these petitions will be very shortly announced.

The Right Hon. John Thomas Ball sat for the last time in the Court of Appeal on the 7th inst., as Lord Chancellor of Ireland, and received farewell addresses from both branches of the legal profession. The Attorney-General (Mr. Gibson), addressing the Lord Chancellor, said that he had been requested by the bar to express their appreciation of the manner in which he had presided in that court for the last five years. They desired to express their admiration and respect for the power, capacity, learning, and impartiality which had uniformly marked the discharge of the duties of his high office. They all most cordially acknowledged the attention, kindness, and courtesy that every member of the profession, no matter how junior, had experienced from his lordship. In the exercise of his important jurisdiction he had won the confidence and respect of the public and of the bar. The Lord Chancellor in reply, said:—"I acknowledge with gratitude the kindness which has induced the bar to accompany my retirement from office with an expression of their favourable opinion. I accepted it not without solicitude and a sense of the great responsibility connected with the discharge of its duties, for I was aware that in addition to the judicial and political burden that had fallen upon my predecessors the introduction of a new system in our judicature, the reorganization of the official staff of the various courts united under it, and the necessity of presiding over an Appeal Court where every variety of procedure and question could be brought for determination, would impose duties of a novel and arduous character. If in some degree, as your kindness suggests, I have been able to meet the difficulties of the position, I owe it to the assistance I have received."

His lordship acknowledged how much he was indebted to the learning and ability of his colleagues in the Appeal Court and to the trouble taken by the common law judges in the reconstruction of judicial procedure by the rules they framed and the decisions they pronounced. "It is, however," said his lordship, "pre-eminently to the candour, the firmness, the learning and accomplishments of the bar that I and every other person who fills the office I now resign must look for support in fulfilling its duties. Generous, forbearing, and the more so because of their own attainments, supplying every legitimate argument or illustration in aid of decision, they have always extended their courtesy, their consideration, to the least experienced judge. No difference of political opinion has ever yet sundered the relations which, from daily intercourse, from a noble rivalry in assisting and defending alike private and public rights bind the whole profession—bench and bar—together as brethren. With a fervent prayer that your old reputation may be undiminished, your efficiency and integrity unimpaired, above all that you may continue to teach how mutual esteem and mutual affection may co-exist with free and independent difference of opinion upon subjects in respect of which men must and will differ, my dear friends (for looking round I see none but friends), I bid you farewell—a respectful and affectionate farewell." Mr. Henry A. Dillon, president of the Irish Incorporated Law Society, read an address from the solicitors bearing cordial testimony to his lordship's dignity, courtesy, and ability, and to the regard which he had always shown for the interests of their profession. The Lord Chancellor replied in graceful terms, and then left the bench amid loud applause.

SALES OF ENSUING WEEK.

May 19.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold Property (see advertisement, May 8, p. 8).

May 19.—Messrs. HARVEY & DAVIDS, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, May 8, p. 7).

May 19.—Mr. WALTER KNIGHT, at the Mart, at 2 p.m., Leasehold and Copyhold Estates (see advertisement this week, p. 7).

May 19.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold Properties and Ground Rent (see advertisement, May 1, p. 3).

May 20 and 21.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties and Ground Rents (see advertisement, this week, p. 8).

May 21.—Mr. ROBINS, at the Mart, at 1 for 2 p.m., Reversions (see advertisement, this week, p. 7).

PUBLIC COMPANIES.

May 13, 1880.

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Caledonian	100	109
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	64½
Stock	Great Northern	200	125½
Stock	Do., A Stock	100	125½
Stock	Great Southern and Western of Ireland	100	118½
Stock	Great Western—Original	100	118½
Stock	Lancashire and Yorkshire	100	133½
Stock	London, Brighton, and South Coast	100	148
Stock	London, Chatham, and Dover	100	34½
Stock	London and North-Western	100	137
Stock	London and South Western	100	137½
Stock	Manchester, Sheffield, and Lincoln	100	90½
Stock	Metropolitan	100	123½
Stock	Do., District	100	82
Stock	Midland	100	137½
Stock	North British	100	77½
Stock	North Eastern	100	180
Stock	North London	100	89
Stock	North Staffordshire	100	—
Stock	South Devon	100	—
Stock	South-Eastern	100	135

* A receives no dividend until 6 per cent. has been paid to B.

NATIONAL PROVINCIAL BANK.—At the meeting of the shareholders of the National Provincial Bank, held on Thursday, a dividend and bonus of ten per cent. for the half-year was declared, making, with the distribution in January last, nineteen per cent. for the year, and leaving a balance of £21,757 4s. 9d. of undivided profits to be carried forward. Of the 28,125 new shares issued, certain shares from various circumstances were not taken up. These having been forfeited and subsequently sold, yielded a profit of £7,576, which it is proposed to carry to credit of profit and loss account for the present year. At a meeting of shareholders, held on the 8th of April last, it was unanimously decided to register the bank as a bank with limited liability, under the Companies Acts, with an increase to the subscribed capital of £8,025,000, which will form the reserve liability of the bank. Power was given to the directors to register the bank on or before the 31st of July, and in pursuance thereof they propose to effect registration on the 1st of July next.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

EVANS.—May 9, at 10, John-street, Bedford-row, the wife of John Evans, solicitor, of a daughter.

WALKER.—April 28, at 6, Clyde-street, Redcliffe-gardens, South Kensington, the wife of Arthur George Walker, barrister-at-law, 7, Stone-buildings, Lincoln's-inn, of a daughter.

DEATHS.

FYFE.—May 5, at 35, Cathcart-road, S.W., J. Hamilton Fyfe, of the Middle Temple, barrister-at-law, aged 42.

STUBBIN.—May 4, at Birmingham, James Stubbin, solicitor, aged 79.

LONDON GAZETTES.

Bankrupts.

FRIDAY, May 7, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Sinclair, Frederick, Upper Park st, Barnsbury, Clerk. Pet May 3. Pepps. May 26 at 11

To Surrender in the Country.

Adams, John, Wanborough, Wilts, Farmer. Pet May 3. Townsend. Swindon, May 24 at 10

Allen, William, Lyneham, Wilts, Farmer. Pet May 3. Townsend. Swindon, May 24 at 10

Cutting, William Henry, West Thurrock, Essex, Builder. Pet May 3. Hayward. Rochester, June 7 at 2.30

Hansen, Hans Christian, Lovaine pl, North Shields, Shipowner. Pet May 3. Daggett. Newcastle, May 19 at 11

Heath, James, Alfreton, Derby, Grocer. Pet Apr 30. Weller. Derby, May 18 at 12

Hill, William, Stockton-on-Tees, Rolling Mill Contractor. Pet May 4. Crosby, Stockton-on-Tees, May 21 at 2.30

Huntyshires, John, Rochester, Boat Builder. Pet May 3. Hayward. Rochester, May 31 at 2.30

Preston, John, Liverpool, Ironmonger. Pet May 4. Cooper. Liverpool, May 19 at 12

Bidley, John, Bellingham, Northumberland, Farmer. Pet May 3. Daggett. Newcastle, May 19 at 11

Smart, Frederic, Cambridge, Hosier. Pet Apr 24. Eaden. Cambridge, May 10 at 12

TUESDAY, May 11, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Keating, Philip, Old Jewry, Printer. Pet May 6. Hazlitt. May 26 at 11

Lochmiller, Arthur William, Stanhope st, Euston rd, Cabinet Maker. Pet May 7. Pepps. May 26 at 2

Lyons, Samuel, Addison st, Notting hill, out of business. Pet May 6. Hazlitt. May 26 at 12.30

Ward, Robert, Aspsland grove, Hackney, Painter. Pet May 7. Pepps. May 26 at 1

To Surrender in the Country.

Ely, George, Liverpool, Clerk to a Miller. Pet May 7. Bellringer. Liverpool, May 31 at 11

Hatzen, James, East Dean, Gloucester, Woodman. Pet May 7. Haines. Gloucester, May 26 at 2.30

Humphries, John (and not Huntyshires, as erroneously printed in last Gazette) Rochester, Boat Builder. Pet May 3. Hayward. Rochester, May 31 at 2.30

Marlin, William, Folkestone, Dover, a Captain in her Majesty's Royal Artillery. Pet May 7. Furley. Cambridge, May 23 at 2

Oldcorn, Isaac, Duke st, Barrow-in-Furness, Coal Dealer. Pet May 5. Postlethwaite. Barrow-in-Furness, May 21 at 12

Deborne, William, Rye, Sussex, Grocer. Pet May 6. Young. Hastings, May 22 at 2

Taylor, William, Birmingham, Hardware Merchant. Pet May 7. Cole. Birmingham, May 24 at 2

BANKRUPTCIES ANNULLED.

TUESDAY, May 11, 1880.

Wheatley, Newark Evelyn, Inverness ter, Baywater. May 5

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 7, 1880.

Ames, Stephen, and William Ames, Norwich, Leather Merchants. May 19 at 2.30 at offices of Kent, Saint Andrew's Hall plain, Norwich

Arthur, William Donnthorne, Blackburn, Lancaster, Carrier. May 22 at 10.30 at offices of Hall, Richmond ter, Blackburn

Atkins, Benjamin, Moseley Village, Stafford, Bricklayer. May 25 at 12 at offices of Vaughan, Walsall st, Willenhall

Bartholomew, Samuel, Boughton Monchelsea, Kent, Farmer. May 20 at 12 at offices of Beale and Co, King st, Maidstone

Bates, Edward, Cowbridge, Glamorgan, Surgeon. May 23 at 11 at offices of Rees, Cowbridge

Bell, James, St Austell, Cornwall, Travelling Draper. May 26 at 2 at offices of Carey and Stephens, Cross street, Great Yarmouth

Berlin, Edward, Bury st, St Mary axe, Importer of Foreign Condiments. May 25 at 3 at offices of Llewellyn and Co, Finsbury circus

Breakpear, William, Aston, Warwick, Plasterer. May 20 at 12 at offices of Smith, Ann st, Birmingham

Brien, William, Culford rd, Kingalad, Bill Poster. May 14 at 3 at offices of Marchant and Co, Imperial chambers, Ludgate circus

Staniland, Highgate

Budd, James, Stratford-on-Avon, Warwick, Farm Bailiff. May 21 at 11 at offices of Peet, Colmore row, Birmingham

Burgoyne, Roderick Dhu Glenlyon Hamilton, Chatham, Deputy Governor of the Convict Prison, June 1 at 2 at the Cannon at H-t-l, Cannon st. Neish and Howell, Walling st

Burton, Robert, Little Smeeton, York, Wheelwright. May 20 at 3 at the Bull Hotel, Westgate, Wakefield. Jenkinson

Caddy, William, Litherly, Cornwall, Butcher. May 21 at 11 at offices of Dale, Helston

Cadle, Clement, and John Cadle, Gloucester, Corn Merchants. May 19 at 2 at the Bell Hotel, Gloucester. Taynton and Sons, Gloucester

Caffey, William James, Great Yarmouth, Norfolk, Coal Merchant. May 21 at 12 at offices of Wiltshire, Hall plain, Great Yarmouth

Chamberlain, Spire Dent, Hoxton, Lincoln, Draper. May 20 at 3.30 at the Craven Hotel, Craven st, Strand. Friend, Exeter

Chappell, John Henry, Cardiff, Licensed Victualler. May 25 at 11 at offices of Morgan and Scott, High st, Cardiff

Clapham, Henry Wood, Bradford, York, Basket Maker. May 20 at 10.30 at offices of Singleton, New Booth st, Bradford

Clare, Daniel Hunt, Coventry, Boot Manufacturer. May 25 at 11 at the Craven Arms Hotel, High st, Coventry. Hughes and Masser, Coventry

Claxton, James, Bury St Edmunds, Fruiterer. May 25 at 2 at offices of Buchanan and Rogers, Basinghall st

Clifford, George Billinge, Greenwich, Kent, Wharf Manager. May 26 at 12 at offices of Moss, Gracechurch st

Coe, Theophilus, Leigh, Lancashire, Draper. May 20 at 3 at offices of Taylor and Sons, Bond st, Leigh

Comfort, Gilbert Humphrey, Mayall rd, Brixton, Manager of a Public Company. May 22 at 2 at offices of Haydon and Sloly, Bishopsgate at within. Maling, High Holborn

Copey, William, William Frank Copey, Romford, Essex, Upholsterer. May 19 at 2 at offices of Mose, Walbrook

Crompton, Thomas, Eccles, Lancashire, Builder. May 22 at 10 at offices of Whit, King st, Manchester. Whitehead, Manchester

Crossley, Abraham, Parkgate, Huddersfield. May 19 at 11 at offices of Welsh, Queen st, Huddersfield

Eden, Thomas, Foleshill, Warwick, Baker. May 21 at 2 at offices of Hughes and Masser, Little Park st, Coventry

Edwards, Richard, Aston, Warwick, Builder. May 31 at 3 at offices of Rowlands and Co, Colmore row, Birmingham

Elliott, James, Jun, Tamworth, Stafford, Hosier. May 21 at 3 at offices of Nevill and Atkins, Colehill, Tamworth

Elison, Ann, Stockton-on-Tees, Licensed Victualler. May 29 at 10.30 at offices of Dodds and Co, Finkle st, Stockton-on-Tees

Enever, Alexander, and Francis Wilmot Cazaly, Milton st, Fore at, Felt Hat Manufacturers. May 25 at 3 at the Metropolitan Hotel, South pl, Finsbury. Podmore and Hart, Moorgate at

Evans, John, Salford, Lancaster, Draper. May 25 at 3 at the Cathedral Hotel, Fennel st, Manchester

Fleming, George Robert, Gorleston, Suffolk, Tiaman. May 21 at 11.30 at offices of Clarke, Regent st, Gt Yarmouth

Felgate, James, Princes rd, Notting hill, Ironmonger. May 24 at 11 at Masons Hall Tavern, Masons avenue, Basinghall st. Fulcher, Horton rd, Hackney

Frost, Frederick, Kirby Moor-side, York, Farmer. May 20 at 10.30 at offices of Harrison, Kirby Moor-side

Gale, William Henry, Bromley, Kent, Grocer. May 21 at 3 at offices of Aird, Eastcheap

Gardner, Thomas, Edgbaston, Birmingham, Printer. May 20 at 3 at offices of Taylor, Colmore row, Birmingham

Grinold, James, Sheffield, Edge Tool Manufacturer. May 24 at 12 at offices of Mallor, Queen st, Sheffield

Hale, Francis, Raymond Henry Hale, and Edward Hale, Salisbury, Wilts, Builders. May 24 at 1 at White Hart Hotel, Salisbury. Leo and Co, Salisbury

Hamby, Henry, Mirfield, York, Coalminer. May 19 at 11 at Ramsdens Arms, Huddersfield, Mitchenon

Hartley, Percival, Jun, Kirk Hammerton, York, Clerk in Holy Orders. May 20 at 2.30 at offices of Crumbe, Stonegate, York. Hirst and Capes, Harrogate

Hawes, Alfred, Hawes, Poultry, Hosier. May 24 at 2 at offices of Chatteris and Co, Queen Victoria st. Start, Ironmonger lane

Hilton, George, Mission, Nottingham, Farmer. May 24 at 12 at offices of Marshall, Canpegate, East Bedford

Hoare, Aris Higgs, Dudley, Worcester, Lamp Dealer. May 19 at 11 at offices of Burn and Co, Wolverhampton st, Dudley
 Howes, Henry, High st, Marylebone, Bootmaker. May 20 at 2 at Inns of Court Hotel, High Holborn. Goren, South Molton st
 Hunt, George Maurice, Ipswich, Coachmaker. May 22 at 10 at offices of Garrod & Co, Museum st, Ipswich
 Hutchby, William, James's grove, Fackham, Grocer. May 19 at 3 at 40, Southampton bldgs, Holborn. Cooper, Chancery lane
 Jackson, William, South st, Walworth, Grocer. May 31 at 3 at offices of Brett, Mixing lane
 James, David Morgan, Palmerston rd, Seven Sisters' road, out of business. May 19 at 10 at offices of Savidge, Eastcheap
 Johnson, Charles Orlando, Brading, Isle of Wight, Yeoman. May 22 at 3 at offices of Edmonds and Co, Holyrood st, Newport. Beckingsale, Newport
 Jones, Henry, Norwich, Hatter. May 19 at 12 at offices of Daly, Guildhall chambers, Upper Market, Norwich
 Jones, Isaac, Aston-juxta-Birmingham, Baker. May 19 at 3 at offices of Boraston, Ann st, Birmingham
 Jones, John, Brynryan, Angles, Grocer. May 28 at 2 at the British Hotel, Bangor. Dew, Llangefno
 Jones, Richard, Wrexham, Denbigh, Baker. May 21 at 2 at offices of Cartwright, Pepper st, Chester
 Jones, William Ashley, Ilkeston, Derby, Grocer. May 24 at 12 at offices of Brittle, St. Peter's chambers, St. Peter's gate, Nottingham
 Kay, John, York, Builder. May 19 at 11 at the Angel Hotel, Briggate, Leeds. Barliff, Malton
 Kelley, Cornelius, Newcastle-upon-Tyne, Woolfen Merchant. May 19 at 3 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne
 Kirk, Joseph, Whitwick, Leicester, Grocer. May 18 at 12 at the Queen's Head Hotel, Ashby-de-la-Zouch. Fisher and Co
 Knight, William, Bedford, York, Mason. May 20 at 11 at offices of Peel and Gaunt, Chapel lane, Bradford
 Kitchin, Mary Frances, Hereford, Currier. May 21 at 2 at offices of Humphry, Bridge st, Hereford
 Lane, John, Liverpool, Wine Merchant. May 19 at 2 at offices of Parkinson, Lord st, Liverpool
 Langridge, George, Brighton, Grocers' Assistant. May 24 at 12 at offices of Suckey, North st, Brighton
 Lewis, William Morgan, Briton Ferry, Glamorgan, Ship Broker. May 21 at 12.30 at the Merchants Association, Broad st, Bristol. Tennant and Jones, Aberavon
 Martin, John, Stanford Bishop, Hereford, Steam Threshing Machine Proprietor. May 25 at 12 at the Avenue House, the Cross, Worcester
 Marwood, George, Linthorpe, York, Shoemaker. May 15 at 11 at offices of Dobson, Gosford st, Middlesbrough
 Matthias, William Stewart, Liscard, Cheshire, Book-keeper. May 20 at 3 at offices of Stephens and Danger, Orange court, Castle st, Liverpool
 Mead, William, Clare st, Clare Market, China Dealer. May 19 at 12 at offices of Yarde and Loader, Raymond buildings, Gray's inn
 Moor, George Ernest, and Thomas Henry Everest, Tunbridge Wells, Kent, Toy Dealers. May 25 at 11 at the Guildhall Tavern, Gresham st. Woodard, Ingram ct, Fenchurch st
 Morgan, William Edward, Alton, Southampton, Grocer. May 18 at 1.30 at the Swan Hotel, Alton. Downie
 Morton, Edmund, Oakes Lindley, Huddersfield, Waste Dealer. May 21 at 3 at offices of Ainley and Hall, New st, Huddersfield
 Neate, Gustave John, York terrace mews, Regent's park, Cab Proprietor. May 20 at 3 at offices of Reader, Holborn Viaduct
 Needham, Alfred, Manchester, Publican. May 22 at 11 at the George Hotel, Stockport. Poinson, Crews
 Nunn, Frederick, Aldham, Suffolk, Farmer. May 25 at 12 at offices of Joselyns and Sons, Queen st, Ipswich
 Oliver, George William, High rd, Tottenham, Carpenter. May 24 at 3 at offices of Venede, New Broad st
 Palmer, George, Bridgend, Glamorgan, Fishmonger. May 19 at 2 at offices of Stockwood, jun, Townhall chambers, Bridgend
 Parr, John, A-pull, Lancaster, Provision Dealer. May 20 at 11 at offices of France, Churchgate, Wigan
 Pearce, John Edwin, Caldmore, Stafford, Fishmonger. May 20 at 11 at offices of Crump, Bridge st, Walsall
 Perkins, Richard, Worthen, Salop, Provision Dealer. May 20 at 12 at the Miners' Arms Hotel, Minsterley. Newell, Bishops Cleeve
 Phipps, Alexander James, Oxtou, Birkenhead, Professor of Music. May 24 at 2 at offices of Hannan and Pugh, Duncan st, Birkenhead
 Pickard, Edward, Brixton rd, North Brixton, Cowkeeper. May 25 at 3 at offices of Rodgers and Clarkson, Walbrook
 Pitt, James, Worcester, Commission Agent. May 20 at 11 at offices of Allen and Beauchamp, Sansome pl, Worcester
 Pocock, Charles Head, Burghfield Bridge, near Reading, Beer Seller. May 20 at 3 at offices of Beale and Martin, London st, Reading
 Pollard, Thomas, Woodlesford, York, Publican. May 20 at 3 at offices of Rider, South Parks, Leeds
 Potts, William, Lincoln, Brewer. May 19 at 3 at offices of Swann and Co, Chancery lane. Durance, Lincoln
 Punchard, James, Malpas rd, New Cross, Gentleman. May 26 at 2 at Moss, Gracechurch st
 Roberts, Joseph, and George Hughes, Birkenhead, out of business. May 17 at 3 at offices of Bleakley and Downham, Birkenhead
 Robinson, Joseph, and Samuel Robinson, Darlington, Stafford, Beer-house Keepers. May 20 at 11 at offices of Slater and Marshall, Butercroft, Darlington
 Robinson, William, Carlisle, Wine and Spirit Merchant. May 21 at 11 at offices of Wannon, Carlisle
 Rose, Samuel, Shaftesbury, Dorset, Farm Bailiff. May 19 at 3 at offices of Brennard, Blandford
 Russell, Robert, Dartford, Kent, Draper. May 15 at 3 at offices of Clements, Queen st, Chesham. Haigh and Agar, Gresham st
 Rylands, John Whitby, Birmingham, Provision Dealer. May 21 at 3 at offices of Saunders and Bradbury, Temple row, Birmingham
 Saunders, John, Carlisle, Warehouseman. May 20 at 3 at offices of Wannon, Carruthers ct, Carlisle
 Scarlett, Harry, Loughton, Lancaster, General Dealer. May 19 at 11 at the County Court Office, Winkley st, Preston. Clarke, Preston

Scudamore, Richard George, Hoxham, Innkeeper. May 21 at 3 at offices of Johnstone, Pilgrim st, Newcastle-upon-Tyne
 Shepherd, Matthew Uawin, Lincoln, Farmer. May 24 at 12 at offices of Dale, Benedict sq, Lincoln
 Shrimpton, William John, Birmingham, Draper. May 20 at 12 at offices of Rooke, Bennett's hill, Birmingham
 Smith, Charles James, Commercial terrace, Stamford hill, Cheesemonger. May 20 at 3 at offices of Reynolds, Furrall's inn, Holborn
 Smith, Elizabeth, Middlesbrough, Grocer. May 21 at 3 at offices of Balbridge and Baruley, Albert rd, Middlesbrough
 Smith, William, Hunsdon, Hertford, Carpenter. May 22 at 12 at Dimsdale Arms Hotel, Hertford. Baker and Thornycroft, Bishops Stortford
 Snowden, Richard, Castleford, York, Temperance Hotel Keeper. May 21 at 2 at offices of Richards, Market pl, Pontefract
 Spencer, Joseph, Cator st, Camberwell, Clerk. May 19 at 12 at offices of Moss, Gracechurch st
 Stanhope, William, Castleford, York, Joiner. May 20 at 3 at Eastern Hotel, Castleford. Horner, Walsfield
 Stepany, George Alfred, Downend, Gloucester, Grocer. May 24 at 2 at offices of Richardson, Clare st, Bristol
 Streeton, William Edward, White Post lane, Hackney Wick, Pig Dealer. May 15 at 1 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Bilton, Horslow rd, Kennington lane
 Strutt, Henry, and Edwin Strutt, Littlehow, Essex, Plumbers. May 25 at 3 at offices of Morphet and Littlejohn, King st, Chesham. Terry King st, Chesham
 Sykes, John Robert, Sheffield, Provision Merchant. May 19 at 3 at offices of Clegg and Sons, Victoria chambers, Figue lane, Sheffield
 Terrill, William Feltham, Coombe Bissett, Wilts, Farmer. May 18 at 4 at offices of Hill and Slader, Crown chambers, Salisbury
 Travell, Alfred Charles, and Naomi Wills, Nottingham, Lace Manufacturers. May 26 at 12 at offices of Parsons and Bird, Eldon chambers, Wheeler gate, Nottingham
 Walton, Isaac Tallentire, King's Norton, Worcester, Clerk in Holy Orders. May 20 at 11.30 at offices of Powell and Brown, Ann st, Birmingham
 Warner, Alfred John, Anerley, Surrey, Provision Dealer. May 31 at 3 at offices of Young, North end, Croydon
 Watmough, Arthur Tom, Meanwood, Leeds, Hop Merchant. May 20 at 10.30 at offices of Cross, Parkinson's chambers, Market st, Bradford
 Webb, Robert, New Swindon, Wilts, Builder. May 15 at 10 at offices of Jackson, Albion bldgs, New Swindon
 Webb, Thomas, Weston-super-Mare, Carpenter. May 20 at 12 at offices of Chapman, Grove rd, Weston-super-Mare
 West, George Joseph, Cheyne walk, Chelsea, Tailor. May 27 at 2 at offices of Waring, Borough High st, Southwark
 Westlake, Thomas, Caistock, Cornwall, Brick Manufacturer. May 19 at 11 at offices of Bulteel and Rowe, Mulgrave st, Plymouth
 Williams, Robert, Llanberis, Carnarvon, Butcher. May 23 at 11 at offices of Owen, Market st, Carnarvon
 Williamson, Thomas, Claypath, Durham, Innkeeper. May 26 at 11 at offices of Marshall, Market place, Durham
 Woodrow, Richard, Diss, Suffolk, Baker. May 21 at 1 at the Crown Hotel, Diss. Fowell, Garboldisham
 Worrall, George Alexander, Birmingham, Coal Merchant. May 19 at 3 at offices of Fallows, Cherry st, Birmingham
 Wright, John, Lancaster, Farmer. May 20 at 4 at offices of Sandring, Yorkshire st, Rochdale
 Young, Frederick Alexander, Bedford, Confectioner. May 19 at 11 at offices of Mitchell and Webb, St Paul's sq, Bedford
 TUESDAY, May 11, 1880.
 Allen, Edwin, Shawley, Worcester, Tailor. May 24 at 11 at offices of Tree and Son, High st, Worcester
 Amar, Solomon, Bevis Marks, General Merchant. May 26 at 3 at offices of Cooper and Co, George st, Mansion House. Hollams and Co, Mincing lane
 Arnold, David, St Albans, Hertford, Painter. May 20 at 1 at offices of Leppard and Co, York buildings, Adelphi
 Baker, Henry, Wolstanton, Stafford, Draper. May 19 at 10 at offices of Ashnall, Albion st, Hanley
 Ball, Nicholas, Davyish, Devon, out of business. May 22 at 11 at the New London Hotel, Exeter. Fryer
 Baron, George, Bury, Lancaster, Warehouseman. May 31 at 3 at the Globe Inn, Whitworth rd, Rochdale. Lomax, jun, Rochdale
 Batchelor, James, Shipston-on-Stour, Worcester, Farmer. May 21 at 1 at offices of Parkes, Moreton-in-Marsh
 Benson, James George, Rettondon, Essex, Grocer. May 27 at 1 at the Creditors' Association, Arthur st East. May and Co, Adelaide place, London Bridge
 Bidlake, William, Hackney rd, Olman. May 18 at 4 at the Mitre Tavern, Mitre ct, Temple. Staniland, Haro place, Fleet st
 Bishop, George William, Kingston-on-Thames, Wine Merchant. May 27 at 3 at offices of Alsop and Co, Great Marlborough sq, Regent st
 Blareau, Zephirin, and Cerrille Blareau, Brewer st, Golden sq, E. engineers. May 24 at 2 at offices of Kent and Kent, Chesham
 Bond, Arthur, Maldon, Essex, Draper. May 26 at 11 at 29, Carey st, Lincoln's inn. Jones, Colchester
 Bousfield, Matthew, York, White Smith. May 28 at 11 at offices of Dale, Blake st, York
 Bowden, William, Exeter, Hardware Dealer. May 25 at 10.30 at the Salisbury Arms, Durham st, Strand. Gidley
 Brearley, James, Rochdale, Lancaster, Baumer. May 23 at 2.30 at offices of Brierley, Butts avenue, Rochdale
 Brown, Hugh, and Henry Bailey, Hampstead rd, Ironmongers. May 19 at 2 at the Guildhall Tavern, Gresham st. Culpeper, Drabcut ct, Philpot lane
 Bullard, William, Tue Brook, near Liverpool, Commercial Traveller. June 1 at 3 at offices of Wright, Gallowtree gate, Leicester
 Butcher, Alexander, Lee, Kent, in no trade. May 27 at 12 at offices of Moss, Gracechurch st
 Castle, Robert, Howden, York, Farmer. May 24 at 3. Waddall and Barker, Selby
 Coates, William, Stockton on Tees, Butcher. May 25 at 11 at offices of Hutton and Bolsover, High st, Stockton-on-Tees

Cohen, Samuel Joseph, Adelaide st, Strand, Cigar Merchant. May 18 at 10 at offices of Mickelthwait and Co, Long acre

Crabtree, William Henry, Southport, Lancaster, Commission Agent. May 27 at 2 at offices of Quelch, Hatton garden, Liverpool

Davies, Emma, Ferryside, Carmarthen, Publican. May 22 at 12 at offices of Morris, Quay st, Carmarthen

Davis, Thomas, Wolverhampton, Grocer. May 25 at 11 at offices of Wilcock, Queen st, Wolverhampton

Dent, James, Wandsworth rd, Cheesemonger. May 26 at 3 at offices of Pearce and Sons, Giltspur st

Dodgson, Henry, Liverpool, Coal Merchant. May 24 at 2.30 at offices of Brabner and Court, Cook st, Liverpool

Dovey, Walter, Tattenhall, near Wolverhampton, Brewer's Traveller. May 24 at 11 at offices of Morris, Kidderminster st, Stourbridge

Down, Emeline, Gunton pl, Peckham Rye, Dealer in Berlin Wool. May 31 at 3 at offices of Jones, Mark lane

Earle, George Henry, Bilston, Stafford, Baker. May 24 at 3 at offices of Jacques, Temple row, Birmingham

Edmonds, Edmund, Portisdown rd, Maida Vale, Solicitor. May 31 at 11 at offices of Tribe and Co, Moorgate st buildings. Doyle and Sons, Carey st, Lincoln's inn

Everett, John Peter, Jun, Driffield st, Roman rd, Builder. May 31 at 3 at offices of Vernede, New Bond st

Evans, Richard, Knighton, Radnor, Shoemaker. May 28 at 12 at offices of Weyman, Mill st, Ludlow

Fisher, George, Ipswich, Innkeeper. May 24 at 12 at Pearce's Rooms, Princes st, Ipswich. Hill

Foulds, John, Queen Victoria st, Merchant. May 19 at 3 at offices of Brett, Mincing lane

Foxall, Edmund Farmer and Henry Perry, Bridgnorth, Slop, Builders. May 21 at 12.30 at the Squirrel Hotel, Bridgnorth. Haselwood, Bridgnorth

Freeman, George Samuel, Nottingham, Draper. May 25 at 3 at offices of Bright, Town Club chambers, Wheeler gate, Nottingham

French, John, and Edward French, Aylesford, Kent, Barge Owners. May 24 at 11 at the Bell Hotel, Maidstone. Moupes, Maidstone

Getz, Morris, Middlesborough, Glass and Colour Merchant. May 25 at 11 at offices of Bainbridge and Baraley, Albert rd, Middlesborough

Gladwin, Edward, Ore, Sussex, Builder. May 21 at 12 at offices of Langham, Robertson st, Hastings

Groom, James, Oldham, Lancaster, Engineer. May 24 at 3 at offices of Clark, Church lane, Oldham

Hacker, Henry, Greenwich, Kent, of no occupation. May 20 at 2 at the Portland Hotel, London st, Greenwich. Grueber, Railway approach, London bridge

Harper, John Edward Lucas, Spitalfields, Licensed Victualler. May 21 at 3 at offices of Cooper, Chancery lane

Hervey, James, Suffolk, Farmer. May 24 at 3 at the Lion Inn, Mellis. Mills, Ipswich

Hay, Robert, Bedlington, Northumberland, Grocer. May 24 at 11 at offices of Hopper, Granger st, Newcastle-upon-Tyne

Head, Benjamin, New Sleaford, Lincoln, Chemist. May 22 at 12 at the Bristol Arms Hotel, New Sleaford. Holdich

Heusch, Thomas, Gloucester, Tea Dealer. May 21 at 2 at offices of the Creditors' Association, Arthur st East. Haines, Gloucester

Holdsworth, Edward, Chesterfield, Derby, General Dealer. May 21 at 11 at offices of Jones and Middleton, Gluman gate, Chesterfield

Holmes, John, Burley, Leeds, Commercial Traveller. May 22 at 12 at offices of Bond and Barwick, Albion pl, Leeds

Hope, Edwin Albert, Birmingham, of no business. May 21 at 3 at offices of Jacques, Temple row, Birmingham

Horton, John, Southampton, China Merchant. May 18 at 11 at offices of Watts, High st, Southampton

Howarth, William, Ashton-in-Makerfield, Lancaster, Dattaler. May 24 at 3 at offices of Byron and Bell, King st, Wigan

Hughes, Thomas, Glasbury, Radnor, Builder. May 25 at 11 at offices of Griffiths, Broad st, Hay

Hurren, John, St John st, Clerkenwell, Grocer. May 28 at 3 at 32, Gresham st. Mirans, New Inn, Strand

Jackson, Henry, Boothroydon, near Middleton, Lancaster, Herbalist. May 26 at 2 at offices of Barker, Princess st, Manchester

James, Tom, Llandfangel Crucorney, Monmouth, Miller. May 22 at 1 at the Wellington Hotel, Gloucester. Browne, Abergavenny

Johnson, Thomas Halcrow, Liverpool, Ship and Insurance Broker. May 31 at 2 at the Law Association Rooms, Cook st, Liverpool. Forshaw and Hawkins, Liverpool

Liddiard, William, Wantage, Berks, Auctioneer. May 18 at 12 at offices of Joham, Wantage

Lloyd, Llewellyn, Liverpool, Beer-seller. May 24 at 2 at offices of Quelch, Hatton garden, Liverpool

Lucas, John, and Samuel Penkethman, Openshaw, Lancaster, Joiners. May 20 at 10.30 at offices of Boardman and Co, Pall Mall, Manchester

Lythgoe, John Howarth, Blackpool, Lancaster, Plasterer. May 24 at 2 at the Albert Hotel, South Shore, Blackpool. Sharp, Lancaster

Machin, James, Reading, Berks, Butter and Egg Merchant. May 25 at 3 at the Queen's Hotel, Friar st, Reading. Beale and Martin, Reading

Mawson, Henry Houson, Leeds, Solicitor. May 21 at 2 at offices of Ford and Warren, Albion st, Leeds

May, William, Edithna st, Stockwell, no occupation. May 20 at 3 at 111, Cheapside. Farke, Warwick ct, Gray's inn

Mercer, George, Tenterhill, Wooler, Northumberland, Chemist. May 24 at 3 at offices of Dix, Wellington chambers, Gateshead

Middleton, George, Leicester, no occupation. May 24 at 3 at offices of Feistead, Greshy st, Leicester

Miller, Stephen Robert, Leeds, Grocer. June 1 at 3 at the Law Institution, Albion pl, Leeds. Craven, Leeds

Minetti, Joseph, Lye, Worcester, out of business. May 25 at 3 at offices of Waldron, High st, Brierley hill

Mobsey, John, Forest hill, Kent, Wheelwright. May 31 at 3 at offices of Perry, Guildhall chambers, Basinghall st

Moore, James, and John Moore, Manchester, Picture Frame Makers. May 26 at 3 at offices of Leigh, Brown st, Manchester

Morgan, Charles Hammond, Gloucester, Tobaccoist. May 24 at 11 at offices of Henderson, Berkeley rd, Gloucester

Norris, Joseph, Louth, Lincoln, Ironmonger. May 24 at 3 at offices of Lomas and Co, Temple st, Birmingham. Wall, Stourbridge

Ogg, Thomas, Claxby, Lincoln, Farmer. May 24 at 11 at offices of Rhodes and Sons, Market Basin

Orton, Christopher, Ripon, York, Builder. May 26 at 10 at offices of Bateson and Hutchinson, Ripon. Hutchinson

Parry, Henry, Liscard, Chester, Builder. May 25 at 2 at offices of Knowles, Cook st, Liverpool

Pertridge, George, Burdett rd, Bow, Grocer. May 31 at 3 at 40, Southampton blids, Holborn. Cooper, Chancery lane

Poole, George, Warwick, Nurseryman. May 24 at 11 at offices of Sanderson, Church st, Warwick

Ratcliff, Bartlett, Berkhamstead, Hertford, Baker. May 24 at 3 at offices of Esmott, Budge row, Cannon st

Ray, William, Oldswinford, Worcester, General Dealer. May 23 at 1 at offices of Addison, High st, Brierley Hill

Rintoul, John, Bell st, Edgware rd. May 18 at 3 at offices of Johnson Seymour pl, Marylebone

Robinson, Matthew, Sunderland, Durham, Draper. May 18 at 11 at offices of Lawson, Villiers st, Sunderland

Rosser, William, Cossens, Clifton, Bristol, Butcher. May 24 at 2 at offices of Milne and Co, St Stephen's avenue, Clare st, Bristol. Fussell and Co, Bristol

Sedgwick, William, Lichfield, Stafford, Fishmonger. May 21 at 3 at offices of East, Temple st, Birmingham

Shaw, Henry, Birmingham, Coal Merchant. June 1 at 3 at offices of Rowlands and Co, Colmore row, Birmingham

Shelley, Enoch, Stoke-upon-Trent, Stafford, Grocer. May 21 at 10.30 at Copeland Arms Hotel, Stoke-upon-Trent. Bagnall, Stoke-upon-Trent

Singleton, Benjamin, Boston, Lincoln, Pensioner. May 25 at 12 at Balios, Church st, Boston

Sisley, William John, Maidstone, Dairyman. May 21 at 10 at offices of Stephenson, Dover pl, Church st Maidstone

Stephens, James, Llandebie, Carmarthen, Innkeeper. May 29 at 2 at offices of Lewis, Rhosmaen st, Llandilo

Sullins, Peter, Jun, Kegworth, Leicester, Common Brewer. May 25 at 12 at offices of Dean and Hands, Market pl, Loughborough

Summerfield, Rachel, Mambild, Monmouth, Innkeeper. May 21 at 3 at offices of Williams and Co, Dock st, Newport

Taylor, William, Stroud, Gloucester, Bootmaker. May 26 at 3 at offices of Fisher, the Granary, near Stroud

Thompson, Margaret, Bawtry, York, Grocer. May 28 at 11 at offices of Bescoby, Grove st, East Retford

Tranter, Richard, Gloucester, out of business. May 25 at 3 at offices of Roper, Nicholas st, Bristol

Ward, Robert, Aspland rd, Hackney, Painter. May 24 at 3 at offices of Aird, Eastcheap

Wray, Tom, Barnesley, York, Fruiterer. May 26 at 3 at offices of Rideal, Chronicle chambers

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